



भारत का राजपत्र The Gazette of India

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सं. 9] नई दिल्ली, फरवरी 26—मार्च 4, 2023, शनिवार/ फाल्गुन 7—फाल्गुन 13, 1944
No. 9] NEW DELHI, FEBRUARY 26—MARCH 4, 2023, SATURDAY/ PHALGUNA 7—PHALGUNA 13, 1944

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(वित्तीय सेवाएं विभाग)

नई दिल्ली, 22 फरवरी, 2023

का.आ. 254.—केन्द्रीय सरकार, वर्ष 2000 में यथा संशोधित भारतीय लघु उद्योग विकास बैंक अधिनियम, 1989 की धारा (6) (1) (सी) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एतद्वारा, श्री शैलेश कुमार सिंह के स्थान पर, डॉ रजनीश, अपर सचिव एवं विकास आयुक्त, एमएसएमई मंत्रालय, को तत्काल प्रभाव से और अगले आदेशों तक भारतीय लघु उद्योग विकास बैंक (सिडबी) के निदेशक मंडल में निदेशक नामित करती है।

[फा. सं. 17/8/2021-आईएफ-II]

सुरजीत कार्तिकेयन, उप सचिव

MINISTRY OF FINANCE**(Department of Financial Services)**

New Delhi, the 22nd February, 2023

S.O. 254.—In exercise of the powers conferred by Section (6) (1) (c) of the Small Industries Development Bank of India Act, 1989 as amended in the year 2000, the Central Government hereby nominates Dr. Rajneesh, Additional Secretary & Development Commissioner, M/o MSME, New Delhi as a Director on the Board of Small Industries Development Bank of India (SIDBI) with immediate effect and until further orders vice Sh. Shailesh Kumar Singh.

[F. No. 17/8/2021-IF-II]

SURJITH KARTHIKEYAN, Dy. Secy.

विदेश मंत्रालय**(सी.पी.वी. प्रभाग)**

नई दिल्ली, 27 फरवरी, 2023

का.आ. 255.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारत के दूतावास, तेहरान में श्री सिद्धार्थ कुमार गौतम और श्री अर्पण श्रीवास्तव, दोनों सहायक अनुभाग अधिकारी को दिनांक 27 फरवरी, 2023 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[फा. सं. टी. 4330/01/2023(08)]

एस.आर.एच. फहमी, निदेशक (कांसुलर)

MINISTRY OF EXTERNAL AFFAIRS**(CPV DIVISION)**

New Delhi, the 27th February, 2023

S.O. 255.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1048), the Central Government hereby appoints Mr. Siddharth Kumar Gautam and Mr. Arpan Shrivastava, both Assistant Section Officers as Assistant Consular Officers in the Embassy of India, Tehran to perform the Consular services with effect from February 27, 2023.

[F. No. T. 4330/01/2023(08)]

S.R.H FAHMI, Director (Consular)

कार्मिक, लोक शिकायत और पेंशन मंत्रालय**(कार्मिक और प्रशिक्षण विभाग)**

नई दिल्ली, 6 अक्टूबर, 2022

का.आ. 256.—केन्द्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उत्तर प्रदेश राज्य सरकार के उत्तर प्रदेश शासन, गृह (गोपन) अनुभाग-8, लखनऊ की अधिसूचना सं. 03जी.आई./25-8-2022-17(17)/2022, दिनांक 12.05.2022 के माध्यम से जारी सम्मति से मोहम्मद ज़की, पुत्र फज़रुल रहमान, निवासी जवाहर आवास

सं. 375, के एल कीदगंज, इलाहाबाद सीटी डाकघर, इलाहाबाद द्वारा बच्चों/नाबालिगों का यौन शोषण करने, ऐसे घृणित/अपत्तिजनक कुकृत्य के दौरान बच्चों की फोटोग्राफी और विडियोग्राफी करने, इंटरनेट पर इलेक्ट्रॉनिक स्वरूप में यौन क्रियायों में बच्चों को चित्रित करती हुई सामग्री सहित घृणित सामग्री को प्रकाशित, संचारित करने और पॉर्नोग्राफिक प्रयोजन के लिए बच्चों का दुरुपयोग करने इत्यादि के संबंध में सूचना प्रौद्योगिकी अधिनियम, 2000 (2000 का 21) की धारा 67बी और लैंगिक अपराधों से बालकों का संरक्षण अधिनियम, 2012 (2012 का 32) के अंतर्गत किए गए अभिकथित अपराध(धों), जिसके आधार पर दिनांक 27.12.2021 को एक सीबीआई मामला आरसी-24(एस)/2021/एससी-III/नदि दर्ज किया गया है, से जुड़े अपराध(धों) का अन्वेषण तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार (दिनांक 27.12.2021 से कार्यान्तर प्रभाव से) समस्त उत्तर प्रदेश राज्य में करती है।

[फा. सं. 228/51/2022-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 6th October, 2022

S.O. 256.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Uttar Pradesh issued vide Notification No. 03G.I./25-8-2022-17(17)/2022 dated 12.05.2022, Uttar Pradesh Shasan, Grih (Gopan) Section-8, Lucknow, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment (ex post facto w.e.f. 27.12.2021) to the whole State of Uttar Pradesh for investigation into the offence(s) under section 67B of the Information Technology Act, 2000 (21 of 2000) and the Protection of Children from Sexual Offences Act, 2012 (32 of 2012) alleged to have been committed by Mohd. Zaki, S/o Fazrul Rahman, R/o Jawahar House No. 375, K L Keedganj, Allahabad City PO, Allahabad pertaining to the sexually abusing children/minors, photographing and video graphing of children during such obscene/objectable acts, publishing, transmitting obscene material including the material depicting children in sexual acts in electronic form over the internet and using children for pornographic purpose etc., based on which a CBI Case RC-24(S)/2021/SC-III/ND has been registered on 27.12.2021, and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/51/2022-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 6 अक्टूबर, 2022

का.आ. 257.—केन्द्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए बिहार राज्य सरकार, गृह विभाग (पुलिस शाखा), पटना की अधिसूचना सं. 9/सी.बी.आई-80-08/2021 एचपी-4326/पटना, दिनांक 29.04.2022, के माध्यम से जारी सम्मति से सोशल मीडिया प्लेटफॉर्म इंस्टाग्राम का दुरुपयोग कर लैंगिक संबंध बनाने संबंधी कृत्य अथवा आचरण में लिप्त बच्चों को दर्शाती सामग्री का इलेक्ट्रॉनिक रूप में विज्ञापन/प्रकाशन/प्रसारण के संबंध में श्री रवि कुमार, निवासी गोरौल, लोदीपुर, वैशाली, बिहार, इंस्टाग्राम यूजर 'बेस्ट_सेलर_69', ईमेल आईडी payal0101bhabhi@gmail.com तथा मोबाइल नंबर +918986195016 तथा +918521882777 द्वारा सूचना प्रौद्योगिकी अधिनियम, 2000 (2000 का 21) की धारा 67बी के तहत किए गए अभिकथित अपराध(धों) का अन्वेषण तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण

करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त बिहार राज्य में करती है।

[फा. सं. 228/52/2022-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 6th October, 2022

S.O. 257.— In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Bihar issued vide Notification No.9/C.B.I-80-08/2021 HP-4326/Patna dated 29.04.2022, Home Department (Police Branch), Patna, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Bihar for investigation into the offence(s) under section 67B of the Information Technology Act, 2000 (21 of 2000) alleged to have been committed by Shri Ravi Kumar, R/o Goraul, Lodipur, Vaishali, Bihar, Instagram user 'best_seller_69', email-id payal 0101 bhabhi@gmail.com and mobile numbers +918986195016 and +918521882777 pertaining to advertisement/publishing/transmitting of material depicting children engaged in sexually explicit act or conduct in electronic form by using social media platform Instagram and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/52/2022-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 6 अक्टूबर, 2022

का.आ. 258.—केन्द्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए पंजाब राज्य सरकार, गृह एवं न्याय विभाग, गृह-4 शाखा के ज्ञापन सं.: 08/10/2022-1एच4(3एच4)/2806, दिनांक 04.05.2022 के माध्यम से जारी सम्मति से श्रीमती अंजू जैन, मालकिन, मेसर्स रूनिट फैब्रिक्स लुधियाना, श्री मुकेश कुमार जैन, श्री अमित जैन, अज्ञात लोक सेवकों तथा अन्य के विरुद्ध इंडियन बैंक को लगभग 8.23 करोड़ रुपए की सदोष हानि पहुँचाने के लिए दिनांक 03.03.2022 को श्री निशान्त शुक्ला, मुख्य प्रबंधक और शाखा प्रमुख, इंडियन बैंक, दवाबयुक्त परिसंपत्ति प्रबंधन उर्ध्ववाधर शाखा (स्ट्रेस्ड एसेट्स मैनेजमेंट वर्टिकल ब्रांच), लुधियाना द्वारा भारतीय दंड संहिता (1860 का 45) की धारा 120बी सपठित धाराएं 406, 420 और 421 तथा भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का 49) (भ्रष्टाचार निवारण अधिनियम, 1988 में दिनांक 26.07.2018 को किए गए संशोधन से पूर्व जैसा विहित था) की धारा 13(2) सपठित धारा 13(1)(डी) के तहत दंडनीय अपराधों के संबंध में दर्ज कराई गई शिकायत से उत्पन्न अपराध(धों) तथा उसके मूल अपराधों, जिनके आधार पर दिनांक 09.03.2022 को सीबीआई मामला सं.219 2022ई 0002 दर्ज किया गया है, का अन्वेषण करने के लिए तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा एवं/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार (कार्योत्तर प्रभाव, दिनांक 09.03.2022 से) समस्त पंजाब राज्य में करती है।

[फा. सं. 228/54/2022-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 6th October, 2022

S.O. 258.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Punjab, issued vide Memo No.08/10/2022-1H4(3H4)/2806 dated 04.05.2022, Home 4 Branch, Department of Home Affairs and Justice hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment (ex post facto w.e.f. 09.03.2022) to the whole State of Punjab for investigation into the offence(s) arising out of the complaint dated 03.03.2022 lodged by Shri Nishant Shukla, Chief Manager and Branch Head, Indian Bank, Stressed Assets Management Vertical Branch, Ludhiana against Smt. Anju Jain, Proprietor of M/s Runit Fabrics Ludhiana, Shri Mukesh Kumar Jain, Shri Amit Jain, unknown public servants and others for causing wrongful loss of approx. Rs. 8.23 crores to the Indian Bank punishable under section 120B r/w sections 406, 420 and 421 of the Indian Penal Code (45 of 1860) and section 13(2) r/w section 13(1)(d) of the Prevention of Corruption Act, 1988 (49 of 1988) (as stood before the amendment made to the Prevention of Corruption Act, 1988 w.e.f. 26.07.2018) and substantive offences thereof based on which a CBI case RC No. 219 2022E 0002 has been registered on 09.03.2022 and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/54/2022-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 15 नवम्बर, 2022

का.आ. 259.—केंद्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री देविन्दर पाल सिंह, अधिवक्ता को पश्चिम बंगाल राज्य में तत्समय प्रवृत्त किसी विधि द्वारा स्थापित विचारण न्यायालय में दिल्ली विशेष पुलिस स्थापन, केंद्रीय अन्वेषण ब्यूरो द्वारा संस्थित नीचे दी गई सारणी में यथा उल्लिखित मामलों और किसी अपील न्यायालय या पुनरीक्षण न्यायालय, कोलकाता स्थित कलकत्ता उच्च न्यायालय या भारत के उच्चतम न्यायालय के समक्ष ऐसे मामलों से उद्भूत अपील, पुनरीक्षण या अन्य कार्यवाही के लिए अभियोजन का संचालन करने हेतु पद ग्रहण करने की तारीख से तीन वर्ष से अनधिक की अवधि के लिए या मामले के निपटारा हो जाने तक, जो भी पूर्वतर हो, विशेष लोक अभियोजक के रूप में नियुक्त करती है :-

सारणी

क्र. सं.	नियमित मामला संख्या
(1)	(2)
1.	आरसी0102020ए0019 (पशु मामला)
2.	आरसी0102020ए0022 (कोयला मामला)
3.	आरसी0102022ए0002 (एसएससी मामला)
4.	आरसी0102022ए0003 (एसएससी मामला)
5.	आरसी0102022ए0004 (एसएससी मामला)
6.	आरसी0102022ए0005 (एसएससी मामला)
7.	आरसी0102022ए0006 (एसएससी मामला)

[फा. सं. 225/16/2022-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 15th November, 2022

S.O. 259.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri Davinder Pal Singh, Advocate as Special Public Prosecutor for conducting Prosecution cases as mentioned in the Table below instituted by the Delhi Special Police Establishment, Central Bureau of Investigation in the State of West Bengal in the Trial Court established by law for the time being in force and appeal, revision or other proceeding

arising out of such case before any appellate court, revisional court, High Court of Calcutta at Kolkata or before the Supreme Court of India, for a period not exceeding three years from the date of assumption of charge or till disposal of the case, whichever is earlier :-

TABLE

Serial number	Regular Case Number
(1)	(2)
1.	RC0102020A0019 (Cattle Case)
2.	RC0102020A0022 (Coal Case)
3.	RC0102022A0002 (SSC Case)
4.	RC0102022A0003 (SSC Case)
5.	RC0102022A0004 (SSC Case)
6.	RC0102022A0005 (SSC Case)
7.	RC0102022A0006 (SSC Case)

[F. No. 225/16/2022–AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 15 नवम्बर, 2022

का.आ. 260.— केंद्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री देविन्दर पाल सिंह, अधिवक्ता को आंध्र प्रदेश उच्च न्यायालय, अमरावती और भारत के माननीय उच्चतम न्यायालय के समक्ष दिल्ली विशेष पुलिस स्थापन, केंद्रीय अन्वेषण ब्यूरो द्वारा रजिस्ट्रीकृत केन्द्रीय अन्वेषण ब्यूरो मामला सं. आरसी.4 (एस)/2020-सीबीआई/एससी.III/दिल्ली (विवेकानंद रेड्डी हत्या मामला) के अभियोजन और इस मामले से उद्भूत अपील तथा अन्य कार्यवाहियों का संचालन करने हेतु पद ग्रहण करने की तारीख से तीन वर्ष से अनधिक की अवधि के लिए या मामले के निपटारा हो जाने तक, जो भी पूर्वतर हो, विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[फा. सं. 225/15/2022-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 15th November, 2022

S.O. 260.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri Davinder Pal Singh, Advocate as Special Public Prosecutor for conducting prosecution, appeal and other proceeding arising out of CBI Case number RC.4(S)/2020-CBI/SC.III/ Delhi (Vivekanand Reddy Murder Case) registered by Delhi Special Police Establishment, Central Bureau of Investigation, before the Hon'ble High Court of Andhra Pradesh at Amaravati and Hon'ble Supreme Court of India for a period not exceeding three years from the date of assumption of charge or till disposal of the case, whichever is earlier.

[F. No. 225/15/2022–AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 16 नवम्बर, 2022

का.आ. 261.—केंद्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित व्यक्तियों, (i) सुश्री रुचि जैन, अधिवक्ता, (ii) श्री रवि भूषण शर्मा, अधिवक्ता, (iii) सुश्री बीना गर्ग, अधिवक्ता, (iv) श्री राहुल सिंह, अधिवक्ता, (v) श्री कीर्तिमान सिंह, अधिवक्ता और (vi) श्री संजीव के. झा, अधिवक्ता को, दिल्ली विशेष पुलिस स्थापन (केंद्रीय अन्वेषण ब्यूरो) द्वारा संस्थापित मामलों में, तत्समय प्रवृत्त किसी विधि द्वारा दिल्ली राष्ट्रीय राजधानी राज्यक्षेत्र में स्थापित विचारण

न्यायालयों में, अभियोजन संचालित करने के लिए, उनकी नियुक्ति की तारीख से तीन वर्ष से अनधिक की अवधि के लिए या अगले आदेश तक, इनमें से जो भी पूर्वतर हो, विशेष लोक अभियोजकों के रूप में नियुक्त करती है।

[फा. सं. 225/01/2018- ए.वी.डी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 16th November, 2022

S.O. 261.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973, (2 of 1974), the Central Government hereby appoints the following persons (i) Ms. Ruchi Jain, Advocate, (ii) Shri Ravi Bhushan Sharma, Advocate, (iii) Ms. Beena Garg, Advocate, (iv) Shri Rahul Singh, Advocate, (v) Shri Kirtiman Singh, Advocate and (vi) Shri Sanjiv K Jha, Advocate as Special Public Prosecutors for conducting prosecution of cases instituted by Delhi Special Police Establishment (Central Bureau of Investigation) in the National Capital Territory of Delhi in the Trial Court established by any law for the time being in force for a period not exceeding three years from the date of appointment or till further orders, whichever is earlier.

[F. No. 225/01/2018-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 16 नवम्बर, 2022

का.आ. 262.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री वी.एस. शुक्ला, अधिवक्ता को, तत्समय प्रवृत्त विधि द्वारा उत्तर प्रदेश राज्य के गाजियाबाद में स्थापित विचारण न्यायालय में, दिल्ली विशेष पुलिस स्थापन, केंद्रीय अन्वेषण ब्यूरो द्वारा संस्थित, निम्नलिखित सारणी में यथा उल्लिखित मामलों के अभियोजन को संचालित करने के लिए, उनकी नियुक्ति की तारीख से तीन वर्ष से अनधिक की अवधि के लिए या मामलों के निपटान होने तक, इनमें से जो भी पूर्वतर हो, विशेष लोक अभियोजक के रूप में नियुक्त करती है:-

क्रम सं.	नियमित वाद सं.	वाद शीर्षक	न्यायालय का नाम
(1)	(2)	(3)	(4)
1	आरसी-14(ई)/2018-ईओ-II/दिल्ली	के.अ.ब्यूरो बनाम विशाल गोयल और अन्य	विशेष न्यायाधीश के.अ.ब्यूरो मामले, गाजियाबाद
2	आरसी-10(ई)/2018-ईओ-II/दिल्ली	के.अ.ब्यूरो बनाम मै0 जे.आर. फुड्स (बैंक धोखाधड़ी)	विशेष न्यायाधीश के.अ.ब्यूरो मामले, गाजियाबाद
3	आरसी-05(ई)/2002-ईओ-II/दिल्ली	के.अ.ब्यूरो बनाम कुमल बदाई	एसजेएम, के.अ.ब्यूरो मामले, गाजियाबाद
4	आरसी-10(ई)/2010-ईओ-II/दिल्ली	के.अ.ब्यूरो बनाम निर्मल कुमार गांगुली	विशेष न्यायाधीश के.अ.ब्यूरो मामले, गाजियाबाद
5	आरसी-11(ई)/2018-ईओ-II/दिल्ली	के.अ.ब्यूरो बनाम मै0 जे.बी.आर. इम्पैक्स इंडिया लिमिटेड (बैंक धोखाधड़ी)	विशेष न्यायाधीश के.अ.ब्यूरो मामले, गाजियाबाद
6	आरसी-13(ई)/2018-ईओ-II/दिल्ली	के.अ.ब्यूरो बनाम एस.एम. इंटरप्राइजेज (बैंक धोखाधड़ी)	विशेष न्यायाधीश के.अ.ब्यूरो मामले, गाजियाबाद
7	आरसी-12(ई)/2018-ईओ-II/दिल्ली	के.अ.ब्यूरो बनाम मै0 एस.ए.आर. इंटरप्राइजेज (बैंक धोखाधड़ी)	विशेष न्यायाधीश के.अ.ब्यूरो मामले, गाजियाबाद
8	आरसी-15(ई)/2016-ईओ-II/दिल्ली	के.अ.ब्यूरो बनाम गिरिजा शंकर	एसजेएम, के.अ.ब्यूरो मामले, गाजियाबाद

	II/दिल्ली	राठी और अन्य	गाजियाबाद
9	आरसी-04(ई)/2019-ईओ-II/दिल्ली	के.अ.ब्यूरो बनाम मै0 सम्पर्श फुड्स लिमिटेड	विशेष न्यायाधीश के.अ.ब्यूरो मामले, गाजियाबाद
10	आरसी-07(ई)/2020-ईओ-II/दिल्ली	के.अ.ब्यूरो बनाम मै0 मिक्सड बैग ओवरसीज	विशेष न्यायाधीश के.अ.ब्यूरो मामले, गाजियाबाद
11	आरसी-16(ई)/2018-ईओ-II/दिल्ली	के.अ.ब्यूरो बनाम फारेनहाइट मोटर्स प्रा. लि.	विशेष न्यायाधीश के.अ.ब्यूरो मामले, गाजियाबाद
12	आरसी-03(ई)/2019-ईओ-II/दिल्ली	के.अ.ब्यूरो बनाम शान्तिनाथ इम्पैक्स प्रा. लि.	विशेष न्यायाधीश के.अ.ब्यूरो मामले, गाजियाबाद

[फा. सं. 225/12/2022-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 16th November, 2022

S.O. 262.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri V. S. Shukla, Advocate as Special Public Prosecutor for conducting prosecution of cases as mentioned in table below instituted by the Delhi Special Police Establishment, Central Bureau of Investigation in the state of Uttar Pradesh at Ghaziabad in the Trial Courts established by any law for the time being in force for a period not exceeding three years from the date of assumption of charge or till disposal of the case, whichever is earlier, namely: -

TABLE

Serial Number	Regular Case No.	Case Title	Name of the Court
(1)	(2)	(3)	(4)
1	RC-14(E)/2018-EO-II/Delhi	CBI Vs. Vishal Goel & Others	Spl Judge CBI cases, Ghaziabad
2	RC-10(E)/2018-EO-II/Delhi	CBI Vs. M/s JR Foods (Bank Fraud)	Spl Judge CBI cases, Ghaziabad
3	RC-05(E)/2002-EO-II/Delhi	CBI Vs. Kumal Badai	SJM, CBI cases, Ghaziabad
4	RC-10(E)/2010-EO-II/Delhi	CBI Vs. Nirmal Kumar Ganguly	Spl Judge CBI cases, Ghaziabad
5	RC-11(E)/2018-EO-II/Delhi	CBI Vs. M/s JBR Impex India Ltd. (Bank Fraud)	Spl Judge CBI cases, Ghaziabad
6	RC-13(E)/2018-EO-II/Delhi	CBI Vs. SM Enterprises (Bank Fraud)	Spl Judge CBI cases, Ghaziabad
7	RC-12(E)/2018-EO-II/Delhi	CBI Vs. M/s SAR Enterprises (Bank Fraud)	Spl Judge CBI cases, Ghaziabad
8	RC-15(E)/2016-EO-II/Delhi	CBI Vs. Girija Shankar Rathi & Others	SJM CBI cases, Ghaziabad
9	RC-04(E)/2019-EO-II/Delhi	CBI Vs. M/s Samprash Foods Ltd.	Spl Judge CBI cases, Ghaziabad
10	RC-07(E)/2020-EO-II/Delhi	CBI Vs. M/s Mixed Bag Overseas	Spl Judge CBI cases, Ghaziabad
11	RC-16(E)/2018-EO-II/Delhi	CBI Vs. Fahrenheit Motors Pvt. Ltd.	Spl Judge CBI cases, Ghaziabad
12	RC-03(E)/2019-EO-II/Delhi	CBI Vs. Shantinath Impex Pvt. Ltd.	Spl Judge CBI cases, Ghaziabad

[F. No. 225/12/2022-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 30 दिसम्बर, 2022

का.आ. 263.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री एन विनेश राज, अधिवक्ता को, हैदराबाद स्थित विचारण न्यायालय में दिल्ली विशेष पुलिस स्थापन, (केन्द्रीय अन्वेषण ब्यूरो) द्वारा संस्थित सीबीआई मामला सं. आरसी 09(ए)/2022-एचवाईडी. का अभियोजन और तत्समय प्रवृत्त किसी विधि द्वारा स्थापित किसी अपील न्यायालय या पुनरीक्षण न्यायालय में इस मामले से उद्भूत अपीलों, पुनरीक्षणों या अन्य मामलों के लिए भी अभियोजन का संचालन करने हेतु पद ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए या मामले के निपटारा हो जाने तक, जो भी पूर्वतर हो, विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[फा. सं. 225/30/2022-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 30th December, 2022

S.O. 263.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri N Vinesh Raj, Advocate as Special Public Prosecutor for conducting the prosecution of CBI Case RC 09(A)/2022-Hyd. instituted by the Delhi Special Police Establishment (Central Bureau of Investigation) in the Trial Court at Hyderabad, Appeals, Revisions or other matters arising out of the said case in any Appellate or Revision Court established by any law for the time being in force, for a period of three years from the date of assumption of charge or till disposal of the case, whichever is earlier.

[F. No. 225/30/2022-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 30 दिसम्बर, 2022

का.आ. 264.— केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री दीपक नारगोल्कर, अधिवक्ता और श्री रवि शर्मा, अधिवक्ता को दिल्ली उच्च न्यायालय के समक्ष दिल्ली विशेष पुलिस स्थापन (केन्द्रीय अन्वेषण ब्यूरो) द्वारा अन्वेषित किए गए मामले से उद्भूत अपील, पुनरीक्षण और अन्य मामलों तथा उससे संबंधित या उनके आनुषंगिक मामलों के अभियोजन का संचालन करने के लिए उनकी नियुक्ति की तारीख से तीन वर्षों की अवधि के लिए या अगले आदेश तक, जो भी पूर्वतर हो, विशेष लोक अभियोजक नियुक्त करती है।

[फा. सं. 225/29/2021-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 30th December, 2022

S.O. 264.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri Deepak Nargolkar, Advocate and Shri Ravi Sharma, Advocate as Special Public Prosecutors for conducting prosecution, appeal, revision and other matters arising out of the case investigated by the Delhi Special Police Establishment (Central Bureau of Investigation), before the High Court of Delhi and for matters connected therewith or incidental thereto, for a period of three years from the date of appointment or until further orders, whichever is earlier.

[F. No. 225/29/2021-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 30 दिसम्बर, 2022

का.आ. 265.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्रीमती येनसेनबाम चित्राभानू देवी, अधिवक्ता को, दिल्ली विशेष पुलिस स्थापन, (केंद्रीय अन्वेषण ब्यूरो) द्वारा संस्थित, निम्नलिखित सारणी में यथा उल्लिखित मामलों के और विधि द्वारा स्थापित किसी अपील न्यायालय या पुनरीक्षण न्यायालय में इन मामलों से उद्भूत अपील, पुनरीक्षण या अन्य मामले के लिए भी अभियोजन का संचालन करने हेतु पद ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए या मामले के निपटारा हो जाने तक, जो भी पूर्वतर हो, विशेष लोक अभियोजक के रूप में नियुक्त करती है :-

सारणी

क्र.सं.	आर.सी. सं.	न्यायालय का नाम
1.	आरसी-23(एस)/2018/एससी-III/एनडी और आरसी-डीएसटी/2018/एस/0039 ऑफ सीबीआई/एसआईटी	मुख्य न्यायाधीश मजिस्ट्रेट, पश्चिम इंफाल
2.	आरसी-24(एस)/2018/एससी-III/एनडी और आरसी-डीएसटी/2018/एस/0040 ऑफ सीबीआई/एसआईटी	मुख्य न्यायाधीश मजिस्ट्रेट, थौबल
3.	आरसी-11(एस)/2018/एससी-III/एनडी और आरसी-डीएसटी/2019/एस/0001 ऑफ सीबीआई/एसआईटी	मुख्य न्यायाधीश मजिस्ट्रेट, चंदेल, मणिपुर
4.	आरसी-04(एस)/2018/एससी-III/एनडी और आरसी-डीएसटी/2018/एस/0031/ ऑफ सीबीआई/एसआईटी	अपर सेशन न्यायाधीश (एफटीसी), इंफाल पूर्व
5.	आरसी-12(एस)/2017/एससी-III/एनडी और आरसी-डीएसटी/2018/एस/0011 ऑफ सीबीआई/एसआईटी	विशेष न्यायाधीश, इंफाल (पूर्व)
6.	आरसी-21(एस)/2018/एससी-III/एनडी और आरसी-डीएसटी/2018/एस/0013 ऑफ सीबीआई/एसआईटी	मुख्य न्यायिक मजिस्ट्रेट, इंफाल पश्चिम
7.	आरसी-13(एस)/2017/एससी-III/एनडी और आरसी-डीएसटी/2018/एस/0015 ऑफ सीबीआई/एसआईटी	विशेष न्यायाधीश, इंफाल पश्चिम
8.	आरसी-15(एस)/2018/एससी-III/एनडी और आरसी-डीएसटी/2018/एस/0032 ऑफ सीबीआई/एसआईटी	विशेष न्यायाधीश, इंफाल पश्चिम
9.	आरसी-16(एस)/2018/एससी-III/एनडी और आरसी-डीएसटी/2018/एस/0033 ऑफ सीबीआई/एसआईटी	विशेष न्यायाधीश, इंफाल पश्चिम
10.	आरसी-19(एस)/2018/एससी-III/एनडी और आरसी-डीएसटी/2018/एस/0036/ ऑफ सीबीआई/एसआईटी	विशेष न्यायाधीश, इंफाल पश्चिम
11.	आरसी-डीएसटी/2018/(एस)/0030/ ऑफ सीबीआई/एसआईटी	मुख्य न्यायिक मजिस्ट्रेट, इंफाल पश्चिम
12.	आरसी-21(एस)/2018/एससी-III/एनडी और आरसी-डीएसटी/2018/एस/0013 ऑफ सीबीआई/एसआईटी	मुख्य न्यायिक मजिस्ट्रेट, इंफाल पश्चिम
13.	आरसी-07(एस)/2018/एससी-III/एनडी और आरसी-डीएसटी/2018/एस/0024 ऑफ सीबीआई/एसआईटी	मुख्य न्यायिक मजिस्ट्रेट, इंफाल पश्चिम
14.	आरसी-09(एस)/2018/एससी-III/एनडी और आरसी-डीएसटी/2018/एस/0023 ऑफ सीबीआई/एसआईटी	मुख्य न्यायिक मजिस्ट्रेट, इंफाल पश्चिम

[फा. सं. 225/37/2022-एवीडी-II]
संजय कुमार चौंसिया, अवर सचिव

New Delhi, the 30th December, 2022

S.O. 265.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Smt. Yensenbam Chitrabhanu Devi, Advocate as Special Public Prosecutor for conducting prosecution of cases instituted by the Delhi Special Police Establishment (Central Bureau of Investigation) as mentioned in the Table below and any appeal, revision or other matter arising out of these cases in any appellate or revisional Court established by law for a period of three years from the date of assumption of the charge or till disposal of the cases, whichever is earlier.

TABLE

Sl. No.	RC. No.	Name of Court
1.	RC-23(S)/2018/SC-III/ND and RC-DST/2018/S/0039 of CBI/SIT	Chief Judicial Magistrate, Imphal West
2.	RC-24(S)/2018/SC-III/ND and RC-DST/2018/S/0040 of CBI/SIT	Chief Judicial Magistrate, Thoubal
3.	RC-11(S)/2018/SC-III/ND and RC-DST/2019/S/0001 of CBI/SIT	Chief Judicial Magistrate, Chandel, Manipur
4.	RC-04(S)/2018/SC-III/ND and RC-DST/2018/S/0031/ of CBI/SIT	Additional Session Judge (FTC), Imphal East
5.	RC-12(S)/2017/SC-III/ND and RC-DST/2018/S/0011 of CBI/SIT	Special Judge, Imphal (East)
6.	RC-21(S)/2018/SC-III/ND and RC-DST/2018/S/0013 of CBI/SIT	Chief Judicial Magistrate, Imphal West
7.	RC-13(S)/2017/SC-III/ND and RC-DST/2018/S/0015 of CBI/SIT	Special Judge, Imphal West
8.	RC-15(S)/2018/SC-III/ND and RC-DST/2018/0032 of CBI/SIT	Special Judge, Imphal West
9.	RC-16(S)/2018/SC-III/ND and RC-DST/2018/S/0033 of CBI/SIT	Special Judge, Imphal West
10.	RC-19(S)/2018/SC-III/ND and RC-DST/2018/S/0036/ of CBI/SIT	Special Judge, Imphal West
11.	RC-DST/2018/S/0030/of CBI/SIT	Chief Judicial Magistrate, Imphal West
12.	RC-21(S)/2018/SC-III/ND and RC-DST/2018/S/0013 of CBI/SIT	Chief Judicial Magistrate, Imphal West
13.	RC-07(S)/2018/SC-III/ND and RC-DST/2018/S/0024 of CBI/SIT	Chief Judicial Magistrate, Imphal West
14.	RC-09(S)/2018/SC-III/ND and RC-DST/2018/S/0023 of CBI/SIT	Chief Judicial Magistrate, Imphal West

[F. No. 225/37/2022-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 4 जनवरी, 2023

का.आ. 266.— केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री टीटो टाबा, अधिवक्ता और सुश्री दीपा योका, अधिवक्ता को विशेष न्यायाधीश, पश्चिम सेशन डिविज़न, यूपिआ, अरुणाचल प्रदेश के न्यायालय में दिल्ली विशेष पुलिस स्थापन (केन्द्रीय अन्वेषण ब्यूरो) द्वारा संस्थित किए गए मामलों के अभियोजन का संचालन करने के लिए उनकी नियुक्ति की तारीख से तीन वर्षों की अवधि के लिए या अगले आदेश तक, जो भी पूर्वतर हो, विशेष लोक अभियोजक नियुक्त करती है।

[फा. सं. 225/28/2022-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 4th January, 2023

S.O. 266.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri Teto Taba, Advocate and Ms. Deepa Yoka, Advocate as Special Public Prosecutor for conducting prosecution of the cases instituted by the Delhi Special Police Establishment (Central Bureau of Investigation) in the Court of Special Judge, West Session Division, Yupia, Arunachal Pradesh for a period of three years from the date of assumption of charge or till further orders, whichever is earlier.

[F. No. 225/28/2022-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 5 जनवरी, 2023

का.आ. 267.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री प्रशान्त विद्यार्थी, अधिवक्ता को, रांची स्थित झारखण्ड उच्च न्यायालय के समक्ष दिल्ली विशेष पुलिस स्थापन (केंद्रीय अन्वेषण ब्यूरो) द्वारा संस्थित, निम्नलिखित सारणी में यथा उल्लिखित मामलों के लिए अभियोजन का संचालन करने हेतु पद ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए या अगले आदेश तक, जो भी पूर्वतर हो, विशेष लोक अभियोजक के रूप में नियुक्त करती है, अर्थात् :—

सारणी

क्र.सं.	आर.सी. सं.	न्यायालय का नाम
1.	रिट याचिका(दांडिक)/466/2017	शंकर प्रसाद बनाम् केंद्रीय अन्वेषण ब्यूरो, सीबीआई पुलिस अधीक्षक के माध्यम से और अन्य
2.	रिट याचिका(दांडिक)/314/2011	राम कुमार सिंह बनाम् झारखण्ड राज्य, सीबीआई के माध्यम से
3.	रिट याचिका(दांडिक)/211/2012	बिभूती भूषण प्रसाद अमर बनाम् झारखण्ड राज्य, सीबीआई के माध्यम से
4.	रिट याचिका(दांडिक)/217/2012	नरेश प्रसाद सिंह बनाम् केंद्रीय अन्वेषण ब्यूरो और अन्य
5.	दांडिक प्रकीर्ण याचिका/1149/2012	विजय कुमार सिंह बनाम् झारखण्ड राज्य, सीबीआई पुलिस अधीक्षक के माध्यम से
6.	दांडिक प्रकीर्ण याचिका/1153/2012	उमेश प्रसाद सिंह बनाम् बनाम् झारखण्ड राज्य, सीबीआई पुलिस अधीक्षक के माध्यम से
7.	दांडिक प्रकीर्ण याचिका/1415/2012	मुन्वर आलम बनाम् केंद्रीय अन्वेषण ब्यूरो
8.	दांडिक प्रकीर्ण याचिका/2857/2013	दुर्गानन्द मिंज बनाम् झारखण्ड राज्य, सीबीआई के माध्यम से
9.	दांडिक प्रकीर्ण याचिका/3219/2013	अजय शेखर बनाम् झारखण्ड राज्य, केंद्रीय अन्वेषण ब्यूरो के माध्यम से

[फा. सं. 225/31/2022-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 5th January, 2023

S.O. 267.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri Prashant Vidyarthi, Advocate as Special Public Prosecutor for conducting the following case as mentioned in the Table below instituted by Delhi Special Police Establishment, (Central Bureau of Investigation) before the High Court of Jharkhand at Ranchi for a period of three years from the date of assumption of charge or till further orders, whichever is earlier, namely :—

TABLE

Serial Number	Case Number	Name of the Party
(1)	(2)	(3)
1	W.P. (Cr.)/466/2017	Shankar Prasad Vs. The Central Bureau of Investigation through the Superintendent of Police CBI and ANR
2	W.P. (Cr.)/314/2011	Ram Kumar Singh Vs. State of Jharkhand through CBI
3	W.P. (Cr.)/211/2012	Bibhuti Bhushan Prasad Amar Vs. State of Jharkhand through CBI
4	W.P. (Cr.)/217/2012	Naresh Prasad Singh Vs. The Central Bureau of Investigation and Another
5	Cr.M.P./1149/2012	Vijay Kumar Singh Vs. The State of Jharkhand through S P CBI
6	Cr.M.P./1153/2012	Umesh Prasad Singh Vs. The State of Jharkhand through S P CBI
7	Cr.M.P./1415/2012	Manauwar Alam Vs. Central Bureau of Investigation
8	Cr.M.P./2857/2013	Durganand Minz Vs. State of Jharkhand through CBI
9	Cr.M.P./3219/2013	Ajay Shekhar Vs. The State of Jharkhand through Central Bureau of Investigation

[F. No. 225/31/2022-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 5 जनवरी, 2023

का.आ. 268.—केन्द्र सरकार, एतद द्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए पंजाब राज्य सरकार, गृह 4 शाखा, गृह मामलों और न्याय विभाग के ज्ञापन सं.08/05/2022-1एच4(3एच4)/1489, दिनांक 10.03.2022, के माध्यम से जारी सम्मति से भारतीय स्टेट बैंक को लगभग 4 करोड़ रूपए की सदोषपूर्ण हानि कारित करने के लिए श्री उमेश कुमार, क्षेत्रीय प्रबंधक, भारतीय स्टेट बैंक, आरबीओ-II, लुधियाना के द्वारा मेसर्स दीवान स्टील्स, 1790/ए, फेज-5, फोकल पॉइंट, नया डाकघर, लुधियाना, श्री दीपक जैन पुत्र श्री श्याम प्रकाश जैन, श्री मोहित जैन पुत्र दीपक जैन, श्रीमती ज्योति जैन पत्नी श्री दीपक जैन, सभी सी-61, अर्बन एस्टेट, फेज-I, चंडीगढ़ रोड, लुधियाना के निवासी तथा अज्ञात लोक सेवकों के विरुद्ध दर्ज कराई गई शिकायत से उत्पन्न भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का 49) तथा भारतीय दंड संहिता, 1860 (1860 का 45) के तहत दंडनीय अपराध(धों) का अन्वेषण करने के लिए तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त पंजाब राज्य में करती है।

[फा. सं. 228/145/2022-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 5th January, 2023

S.O. 268.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Punjab, issued vide Memo No.08/05/2022-1H4(3H4)/1489 dated 10.03.2022, Home 4 Branch, Department of Home Affairs and Justice hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Punjab for investigation into the offence(s) arising out of the complaint lodged by Shri Umesh Kumar, Regional Manager, State Bank of India, RBO-II, Ludhiana against M/s Diwan Steels, 1790/A, Phase-5, Focal Point, New Post Office, Ludhiana, Shri Deepak Jain S/o Shyam Parkash Jain, Shri Mohit Jain S/o Deepak Jain, Smt. Jyoti Jain W/o Shri Deepak Jain, all resident at C-61, Urban Estate, Phase-I, Chandigarh Road, Ludhiana and unknown public servants for causing wrongful loss of approx. Rs. 4 crores to the State Bank of India punishable under the Prevention of Corruption Act, 1988 (49

of 1988) and the Indian Penal Code, 1860 (45 of 1860), any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/145/2022-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 6 जनवरी, 2023

का.आ. 269.—केंद्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उत्तर प्रदेश राज्य सरकार, गृह (पुलिस) अनुभाग-12, लखनऊ के आदेश सं. 2628(1)/6-पी-12-2022-2(39)डी/22, दिनांक 29.12.2022, के माध्यम से जारी सम्मति से इन्द्रा नगर, पुलिस थाना, जिला-लखनऊ में भारतीय दंड संहिता, 1860 (1860 का 45) की धाराएं 386, 342, 504, 506, 409, 420, 467, 468, 471, 120बी और भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का 49) (2018 का अधिनियम 16 द्वारा यथासंशोधित) की धारा 7 के तहत दिनांक 29.10.2022 को दर्ज मामला अपराध प्राथमिकी सं.0310/2022 से संबंधित अपराध(धों) का अन्वेषण करने तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए, दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त उत्तर प्रदेश राज्य में करती है।

[फा. सं. 228/04/2023-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 6th January, 2023

S.O. 269.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Uttar Pradesh issued vide Order No.2628(1)/6-P-12-2022-2(39)D/22 dated 29.12.2022, Home (Police) Section-12, Lucknow, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Uttar Pradesh for investigation into the offence(s) under sections 386, 342, 504, 506, 409, 420, 467, 468, 471, 120B of the Indian Penal Code, 1860 (45 of 1860) and section 7 of the Prevention of Corruption Act, 1988 (49 of 1988) (as amended by Act 16 of 2018) relating to Case Crime FIR No. 0310/2022 dated 29.10.2022, registered at Police Station Indra Nagar, District Lucknow and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of same transaction or arising out of the same facts.

[F. No. 228/04/2023-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 6 जनवरी, 2023

का.आ. 270.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री बी.एम.पी. सिंह, अधिवक्ता को, विशेष न्यायाधीश, केन्द्रीय अन्वेषण ब्यूरो, रांची, झारखंड के समक्ष दिल्ली विशेष पुलिस स्थापना, (केन्द्रीय अन्वेषण ब्यूरो) द्वारा संस्थित मामला सं. आरसी 13/2011 (मधु कोड़ा और अन्य) का अभियोजन और तत्समय प्रवृत्त विधि द्वारा स्थापित किसी अपील न्यायालय या पुनरीक्षण न्यायालय के समक्ष इस मामले से उद्भूत किसी अपील, पुनरीक्षण या अन्य मामले के लिए भी अभियोजन का संचालन करने हेतु पद ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए या मामले के निपटारा हो जाने तक, जो भी पूर्वतर हो, विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[फा. सं. 225/25/2022-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 6th January, 2023

S.O. 270.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri B.M.P Singh, Advocate as Special Public Prosecutor for conducting prosecution Case RC 13/2011 (Madhu Koda and another) instituted by Delhi Special Police Establishment, (Central Bureau of Investigation), before Special Judge, Central Bureau of Investigation, Ranchi, Jharkhand and any appeal, revision and other matter arising out of this case before any appellate or revisional Court established by law for the time being in force, for a period of three years from the date of assumption of charge or till disposal of the case, whichever is earlier.

[F. No. 225/25/2022-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 9 जनवरी, 2023

का.आ. 271.—केन्द्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राजस्थान राज्य सरकार, गृह (गृ.व) विभाग, जयपुर की अधिसूचना सं.एफ.19(95) गृह-5/2022, दिनांक 22.11.2022 के माध्यम से जारी सम्मति से यूनियन बैंक ऑफ इंडिया (तत्कालीन आंध्रा बैंक) को लगभग 13.08 करोड़ रु. की सदोष हानि पहुँचाने के संबंध में मेसर्स एसएनजी रियल स्टेट प्रा. लि., 707, पेरिस प्वाइंट, कलेक्टरेट सर्किल, बानी पार्क, जयपुर, इसके निदेशकगण नामतः श्री सत्य नारायण गुप्ता और श्रीमती सुशीला गुप्ता, अज्ञात लोक सेवकगण और अन्यो के विरुद्ध श्री हरि मोहन मीना, उप क्षेत्रीय प्रबंधक, यूनियन बैंक ऑफ इंडिया, क्षेत्रीय कार्यालय, जयपुर द्वारा भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का 49) (2018 का अधिनियम 16 द्वारा यथासंशोधित) की धारा 7 और भारतीय दण्ड संहिता (1860 का 45) की धारा 120बी सपठित धाराएँ 403, 406, 409 और 420 के तहत दण्डनीय अपराध(धों) के संबंध में भ्रष्टाचार निवारण शाखा, जयपुर में शिकायत सं. आरए0302022ए0001 के माध्यम से दिनांक 08.03.2022 को दर्ज कराई गई शिकायत से उत्पन्न अपराध(धों) का अन्वेषण करने के लिए तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा एवं/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त राजस्थान राज्य में करती है।

[फा. सं. 228/03/2023-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 9th January, 2023

S.O. 271.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Rajasthan, issued vide Notification No.F.19(95)Home-5/2022 dated 22.11.2022, Home (Gr.-V) Department, Jaipur, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Rajasthan for investigation into the offence(s) arising out of the complaint dated 08.03.2022 registered vide complaint No. RA0302022A0001 at CBI, ACB, Jaipur, lodged by Shri Hari Mohan Meena, Deputy Regional Manager, Union Bank of India, Regional Office, Jaipur against M/s. SNG Real Estate Pvt. Ltd., 707, Paris Point, Collectorate Circle, Bani Park, Jaipur, its Directors namely Shri Satya Narayan Gupta and Smt. Sushila Gupta, unknown public servants of Union Bank of India and others for causing wrongful loss of approx. Rs. 13.08 crores to the Union Bank of India (erstwhile Andhra Bank) punishable under section 7 of the Prevention of Corruption Act, 1988 (49 of 1988) (as amended by Act 16 of 2018) and section 120-B r/w sections 403, 406, 409 and 420 of the Indian Penal Code (45 of 1860) and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/03/2023-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 9 जनवरी, 2023

का.आ. 272.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री कौशलेन्द्र प्रताप सिंह, अधिवक्ता को, उत्तर प्रदेश राज्य में लखनऊ स्थित विशेष न्यायाधीश, केन्द्रीय अन्वेषण ब्यूरो 03 के समक्ष दिल्ली विशेष पुलिस स्थापन (केन्द्रीय अन्वेषण ब्यूरो) द्वारा संस्थित मामला सं. आर.सी-1(एस)/2021/सीबीआई/एससी-1/नई दिल्ली (वाराणसी में दोहरी हत्या का मामला) का और तत्समय प्रवृत्त विधि द्वारा स्थापित किसी अपील या पुनरीक्षण न्यायालय के समक्ष इस मामले से उद्भूत किसी अपील, पुनरीक्षण या अन्य मामलों के अभियोजन का संचालन करने के लिए, पद ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए या मामले के निपटारा हो जाने तक, जो भी पूर्वतर हो, विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[फा. सं. 225/24/2022-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 9th January, 2023

S.O. 272.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri Kaushalendra Pratap Singh, Advocate as Special Public Prosecutor for conducting prosecution Case RC-1(S)/2021/CBI/SC-1/New Delhi (Double murder case at Varanasi) instituted by the Delhi Special Police Establishment (Central Bureau of Investigation), before Special Judge, Central Bureau of Investigation 03, in the State of Uttar Pradesh at Lucknow and any appeal, revision and other matters arising out of this case before any appellate or revisional Court established by law for the time being in force for a period of three years from the date of assumption of charge or till disposal of the case, whichever is earlier.

[F. No. 225/24/2022-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 10 जनवरी, 2023

का.आ. 273.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री प्रिय रंजन, अधिवक्ता को मुजफ्फरपुर स्थित विचारण न्यायालय के समक्ष दिल्ली विशेष पुलिस स्थापन (केन्द्रीय अन्वेषण ब्यूरो) द्वारा संस्थित, डाक विभाग में ग्रामीण सेवक की नियुक्तियों से संबंधित मामलों और तत्समय प्रवृत्त किसी विधि द्वारा स्थापित किसी अपील न्यायालय या पुनरीक्षण न्यायालय में इस मामले से उद्भूत किसी अपील, पुनरीक्षण और अन्य मामलों के लिए अभियोजन का संचालन करने हेतु पद ग्रहण करने की तारीख से तीन वर्ष से अनधिक की अवधि के लिए या मामले के निपटारा हो जाने तक, जो भी पूर्वतर हो, विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[फा. सं. 225/18/2022-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 10th January, 2023

S.O. 273.— In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri Priya Ranjan, Advocate as Special Public Prosecutor for conducting prosecution of cases relating to Gramin Dak Sevak appointments in Department of Posts, instituted by the Delhi Special Police Establishment (Central Bureau of Investigation), before the Trial Court at Muzaffarpur and any appeal, revision and other matter arising out of these cases in any Appellate or Revisional Court established by any law for the time being in force for a period of three years from the date of the assumption of charge or till disposal of the cases, whichever is earlier.

[F. No. 225/18/2022-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 13 जनवरी, 2023

का.आ. 274.— केंद्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री मौ. लतीफुर रहमान अंसारी, अधिवक्ता को विशेष न्यायाधीश, केंद्रीय अन्वेषण ब्यूरो-II, पटना के समक्ष लंबित दिल्ली विशेष पुलिस स्थापन, (केंद्रीय अन्वेषण ब्यूरो) द्वारा संस्थित श्रीजन घोटाले से संबंधित नीचे दी गई सारणी में यथा उल्लिखित मामलों के अभियोजन का संचालन करने हेतु पद ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए या मामले के निपटारा हो जाने तक, जो भी पूर्वतर हो, विशेष लोक अभियोजक के रूप में नियुक्त करती है:-

सारणी

क्र. सं.	सीबीआई मामला आरसी संख्या
(1)	(2)
1.	आरसी.12(ए)/2018 - पीएटी.,
2.	आरसी.13(ए)/2018 - पीएटी.,
3.	आरसी.14(ए)/2018 - पीएटी.,
4.	आरसी.15(ए)/2018 - पीएटी.,
5.	आरसी.16(ए)/2018 - पीएटी.,
6.	आरसी.17(ए)/2018 - पीएटी.,
7.	आरसी.18(ए)/2018 - पीएटी.,
8.	आरसी.10(ए)/2021 – पीएटी. (अन्वेषण)
9.	आरसी.5(ए)/2017-एसीयू-V, एसी-II, नई दिल्ली.
10.	आरसी.6(ए)/2017-एसीयू-V, एसी-II, नई दिल्ली.
11.	आरसी.7(ए)/2017-एसीयू-V, एसी-II, नई दिल्ली.
12.	आरसी.8(ए)/2017-एसीयू-V, एसी-II, नई दिल्ली.
13.	आरसी.9(ए)/2017-एसीयू-V, एसी-II, नई दिल्ली.
14.	आरसी.10(ए)/2017-एसीयू-V, एसी-II, नई दिल्ली.
15.	आरसी.11(ए)/2017-एसीयू-V, एसी-II, नई दिल्ली.
16.	आरसी.12(ए)/2017-एसीयू-V, एसी-II, नई दिल्ली.
17.	आरसी.13(ए)/2017-एसीयू-V, एसी-II, नई दिल्ली.
18.	आरसी.14(ए)/2017-एसीयू-V, एसी-II, नई दिल्ली.
19.	आरसी.15(ए)/2017-एसीयू-V, एसी-II, नई दिल्ली.
20.	आरसी.16(ए)/2017-एसीयू-V, एसी-II, नई दिल्ली.
21.	आरसी.17(ए)/2017-एसीयू-V, एसी-II, नई दिल्ली.
22.	आरसी.18(ए)/2017-एसीयू-V, एसी-II, नई दिल्ली.
23.	आरसी.19(ए)/2017-एसीयू-V, एसी-II, नई दिल्ली.
24.	आरसी.20(ए)/2017-एसीयू-V, एसी-II, नई दिल्ली.

[फा. सं. 225/13/2022-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 13th January, 2023

S.O. 274.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri Md. Latifur Rahman Ansari, Advocate, as Special Public Prosecutor for conducting prosecution of the cases relating to Srijan Scam instituted by the Delhi Special Police Establishment (Central Bureau of Investigation) as mentioned in the Table below pending before Special Judge, Central Bureau of Investigation-II, Patna, for a period of three years from the date of the assumption of charge or till disposal of the cases, whichever is earlier : -

TABLE

Sl. No.	CBI Case RC. No.
(1)	(2)
1.	RC.12(A)/2018-Pat.,
2.	RC.13(A)/2018-Pat.,
3.	RC.14(A)/2018-Pat.,
4.	RC.15(A)/2018-Pat.,
5.	RC.16(A)/2018-Pat.,
6.	RC.17(A)/2018-Pat.,
7.	RC.18(A)/2018-Pat.,
8.	RC.10(A)/2021-Pat. (Investigation)
9.	RC.5(A)/2017-ACU-V, AC-II, New Delhi.
10.	RC.6(A)/2017-ACU-V, AC-II, New Delhi.
11.	RC.7(A)/2017-ACU-V, AC-II, New Delhi.
12.	RC.8(A)/2017-ACU-V, AC-II, New Delhi.
13.	RC.9(A)/2017-ACU-V, AC-II, New Delhi.
14.	RC.10(A)/2017-ACU-V, AC-II, New Delhi.
15.	RC.11(A)/2017-ACU-V, AC-II, New Delhi.
16.	RC.12(A)/2017-ACU-V, AC-II, New Delhi.
17.	RC.13(A)/2017-ACU-V, AC-II, New Delhi.
18.	RC.14(A)/2017-ACU-V, AC-II, New Delhi.
19.	RC.15(A)/2017-ACU-V, AC-II, New Delhi.
20.	RC.16(A)/2017-ACU-V, AC-II, New Delhi.
21.	RC.17(A)/2017-ACU-V, AC-II, New Delhi.
22.	RC.18(A)/2017-ACU-V, AC-II, New Delhi.
23.	RC.19(A)/2017-ACU-V, AC-II, New Delhi.
24.	RC.20(A)/2017-ACU-V, AC-II, New Delhi.

[F. No. 225/13/2022-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 18 जनवरी, 2023

का.आ. 275.—केन्द्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए झारखंड राज्य सरकार, गृह, कारागार एवं आपदा प्रबंधन विभाग, रांची की अधिसूचना सं.-10/सी.बी.आई.- 414/2022-4631/रांची, दिनांक 21.11.2022, के माध्यम से जारी सम्मति से, बैंक को जाली भुगतान अनुदेश जमा कर अपने निजी खाते में लगभग 26.55 लाख रु. की राशि का कपटपूर्ण अंतरण करने के संबंध में श्री अंकित लक्ष्मीचंद जैन, पुत्र श्री लक्ष्मीचंद जैन, वरिष्ठ लेखा अधिकारी (ई-2), लेखा प्रभारी, आंचलिक कार्यालय, रांची, एमईसीएल के विरुद्ध श्री श्रीकांत शर्मा, प्रबंधक (भूविज्ञान), ओआईसी-आंचलिक कार्यालय (पूर्वी अंचल), मिनरल एक्सप्लोरेशन एंड कंसल्टेंसी लि., ऐंसिलरी चौक, दुपुदाना, हटिया, रांची द्वारा भारतीय दण्ड संहिता (1860 का 45) की धाराएं 409, 465, और 467 और भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का 49) (2018 के अधिनियम 16 द्वारा यथासंशोधित) की धाराएँ

13(2) सपठित धारा 13(1) (ए) के तहत किए गए दण्डनीय अपराध(धों) के विषय में दिनांक 29.08.2022 को दर्ज कराई गई शिकायत से उत्पन्न अपराध(धों) का अन्वेषण तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त झारखंड राज्य में करती है।

[फा. सं. 228/06/2023-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 18th January, 2023

S.O. 275.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Jharkhand, issued vide Notification No. -10/C.B.I.-414/2022-4631/Ranchi dated 21.11.2022, Home, Prisons and Disaster Management Department, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Jharkhand for investigation into the offence(s) arising out of the complaint dated 29.08.2022 lodged by Shri Srikant Sharma, Manager (Geology), OIC-Zonal Office (Eastern Zone), Mineral Exploration and Consultancy Ltd., Ancillary Chowk, Tupudana, Hatia, Ranchi against Shri Ankit Laxmichand Jain, S/o Shri Laxmichand Jain, Sr. Account Officer (E-2), Account Incharge, ZO, Ranchi, MECL, pertaining to fraudulent transfer of funds of approx. Rs. 26.55 lakhs into his personal account by submitting forged payment instruction to bank, punishable under sections 409, 465 and 467 of the Indian Penal Code (45 of 1860) and section 13(2) r/w section 13(1)(a) of the Prevention of Corruption Act, 1988 (49 of 1988) (as amended by Act 16 of 2018) and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/06/2023-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 2 फरवरी, 2023

का.आ. 276.—केन्द्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए महाराष्ट्र राज्य सरकार, गृह विभाग, मुंबई के आदेश सं. मिसलेनियस-0123/सी.आर.26/स्पेशल-3ए, दिनांक 31.01.2023 के माध्यम से जारी सम्मति से साईबर थाना, नागपुर सिटी, महाराष्ट्र में सूचना प्रौद्योगिकी अधिनियम, 2000 (वर्ष 2000 का 21) (वर्ष 2008 में यथासंशोधित) की धाराएं 65, 66(सी) और 66(डी) और भारतीय दण्ड संहिता, 1860 (1860 का 45) की सपठित धाराएं 384 और 506 तहत दण्डनीय अपराध(धों) के संबंध में दिनांक 25.01.2023 को दर्ज मामला सी.आर. सं. 02/2023 से संबंधित अपराध(धों) का अन्वेषण करने के लिए तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा एवं/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त महाराष्ट्र राज्य में करती है।

[फा. सं. 228/09/2023-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 2nd February, 2023

S.O. 276.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Maharashtra, issued vide Order No. MISC-0123/C.R.26/Spl-3A dated 31.01.2023, Home Department, Mumbai, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Maharashtra for investigation into the offence(s) under sections 65, 66(c) and 66(d) of the Information Technology Act, 2000 (21 of 2000) (as amended in 2008) r/w sections 384 and

506 of the Indian Penal Code, 1860 (45 of 1860) relating to C.R. No. 02/2023 dated 25.01.2023, registered at Cyber Police Station, Nagpur City, Maharashtra and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of same transaction or arising out of the same facts.

[F. No. 228/09/2023-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 7 फरवरी, 2023

का.आ. 277.—केन्द्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए महाराष्ट्र राज्य सरकार, गृह विभाग, मुंबई के आदेश सं. सीबीआई-2021/सी.आर.343/पीओएल-2, दिनांक 18.08.2022 के माध्यम से जारी सम्मति से यूनियन बैंक ऑफ इंडिया और चार संघीय सदस्य बैंकों को लगभग 207.82 करोड़ रु. की सदोष हानि पहुँचाने के संबंध में मेसर्स यतिन स्टील्स इंडिया प्रा. लि., कार्यालय जोशी चैम्बर्स, 66बी, भू-तल, अहमदाबाद स्ट्रीट, कार्नेक वंडर, मुंबई, इसके निदेशकगण नामतः श्री यतिन जगमोहन खन्ना और श्रीमती पवन यतिन खन्ना, अज्ञात लोक सेवकगण और अन्यो के विरुद्ध श्री टी. दीना दयाल, उप महाप्रबंधक, यूनियन बैंक ऑफ इंडिया, दाबयुक्त आस्तियाँ प्रबंधन शाखा, भूतल, भारत हाउस, एम.एस. मार्ग, फोर्ट, मुंबई द्वारा भारतीय दण्ड संहिता (1860 का 45) की धारा 120बी सपठित धारा 420 और भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का 49) (भ्रष्टाचार निवारण अधिनियम, 1988 में दिनांक 26.07.2018 को किए गए संशोधन से पूर्व जैसा विहित था) की धारा 13(2) सपठित धारा 13(1)(डी) के तहत दण्डनीय अपराध(धों) के संबंध में दिनांक 23.03.2021 को दर्ज कराई गई शिकायत, जिसके आधार पर दिनांक 14.09.2022 को सीबीआई मामला आरसी2222022ए0007 दर्ज किया गया है, से उत्पन्न अपराध(धों) का अन्वेषण करने के लिए तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा एवं/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार (दिनांक 14.09.2022 से, कार्योत्तर प्रभाव से) समस्त महाराष्ट्र राज्य में करती है।

[फा. सं. 228/01/2023-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 7th February, 2023

S.O. 277.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Maharashtra, issued vide Order No.CBI-2021/C.R. 343/POL-2 dated 18.08.2022, Home Department, Mumbai, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment (ex post facto w.e.f. 14.09.2022) to the whole State of Maharashtra for investigation into the offence(s) arising out of the complaint dated 23.03.2021 lodged by Shri T. Deena Dayal, Deputy General Manager, Union Bank of India, Stressed Assets Management Branch, Ground Floor, Bharat House, M.S. Marg, Fort, Mumbai against M/s Yatin Steels India Pvt. Ltd., Office at Joshi Chambers, 66 B, Ground Floor, Ahmedabad Street, Carnac Bunder, Mumbai, its Directors namely Shri Yatin Jagmohan Khanna and Smt. Pavan Yatin Khanna, unknown public servants and others for causing wrongful loss of approx. Rs. 207.82 crores to the Union Bank of India and four other consortium member Banks, punishable under section 120B r/w section 420 of the Indian Penal Code (45 of 1860) and section 13(2) r/w section 13(1)(d) of the Prevention of Corruption Act, 1988 (49 of 1988) (as stood before the amendment made to the Prevention of Corruption Act, 1988 w.e.f. 26.07.2018) based on which a CBI case RC2222022A0007 has been registered on 14.09.2022 and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/01/2023-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 7 फरवरी, 2023

का.आ. 278.—केन्द्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए महाराष्ट्र राज्य सरकार, गृह विभाग, मुंबई के आदेश सं. सीबीआई-2021/सी.आर.314/पीओएल-2, दिनांक 18.08.2022 के माध्यम से जारी सम्मति से यूनियन बैंक ऑफ इंडिया को लगभग 53.28 करोड़ रु. की सदोष हानि पहुँचाने के संबंध में मेसर्स वी.एन. ज्वेलर्स, कार्यालय जी-3, शॉपिंग सेंटर, विठलभाई रोड, टीपीएस-III, लिंकिंग रोड, बांद्रा (पश्चिम), मुंबई, इसके साझेदार नामतः श्री अजय सल्ला और श्री संजय सल्ला, यूनियन बैंक ऑफ इंडिया के अज्ञात लोक सेवकगण और अन्यो के विरुद्ध श्री टी. दीना दयाल, उप महाप्रबंधक, यूनियन बैंक ऑफ इंडिया, दाबयुक्त आस्तियाँ प्रबंधन शाखा, भारत हाउस, एम.एस. मार्ग, फोर्ट, मुंबई द्वारा भारतीय दण्ड संहिता (1860 का 45) की धारा 120बी सपठित धारा 420 और भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का 49) (भ्रष्टाचार निवारण अधिनियम, 1988 में दिनांक 26.07.2018 को किए गए संशोधन से पूर्व जैसा विहित था) की धारा 13(2) सपठित धारा 13(1)(डी) के तहत दण्डनीय अपराध(धों) के संबंध में दिनांक 17.03.2021 को दर्ज कराई गई शिकायत, जिसके आधार पर दिनांक 14.09.2022 को सीबीआई मामला आरसी2222022ए0008 दर्ज किया गया है, से उत्पन्न अपराध(धों) का अन्वेषण करने के लिए तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा एवं/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार (दिनांक 14.09.2022 से, कार्योत्तर प्रभाव से) समस्त महाराष्ट्र राज्य में करती है।

[फा. सं. 228/02/2023-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 7th February, 2023

S.O. 278.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Maharashtra, issued vide Order No.CBI-2021/C.R. 314/POL-2 dated 18.08.2022, Home Department, Mumbai, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment (ex post facto w.e.f. 14.09.2022) to the whole State of Maharashtra for investigation into the offence(s) arising out of the complaint dated 17.03.2021 lodged by Shri T. Deena Dayal, Deputy General Manager, Union Bank of India, Stressed Assets Management Branch, Bharat House, M.S. Marg, Fort, Mumbai against M/s. V.N. Jewellers, Office at G-3, Shopping Centre, Vithalbhai Road, TPS-III, Linking Road, Bandra (W), Mumbai, its Partners namely Shri Ajay Salla and Sh. Sanjay Salla, unknown public servants of Union Bank of India and others for causing wrongful loss of approx. Rs. 53.28 crores to the Union Bank of India punishable under section 120B r/w section 420 of the Indian Penal Code (45 of 1860) and section 13(2) r/w section 13(1)(d) of the Prevention of Corruption Act, 1988 (49 of 1988) (as stood before the amendment made to the Prevention of Corruption Act, 1988 w.e.f. 26.07.2018) based on which a CBI case RC2222022A0008 has been registered on 14.09.2022 and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/02/2023-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 8 फरवरी, 2023

का.आ. 279.—केन्द्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राजस्थान राज्य सरकार, गृह (गृ.व) विभाग, जयपुर की अधिसूचना सं. एफ.19(103) गृह-5/2022, दिनांक 30.12.2022 के माध्यम से जारी सम्मति से सरकारी सेवक द्वारा आपराधिक षड्यंत्र करने, मूल्यवान प्रतिभूति की कूटरचना करने, धोखाधड़ी करने के लिए कूटरचना करने, धोखाधड़ी करने, कूटरचित दस्तावेज को असली दस्तावेज के रूप में उपयोग करने और

आपराधिक अवचार करने के संबंध में मेसर्स विनायक लॉजिस्टिक्स इंडिया प्रा. लि., पंजीकृत पता वार्ड सं. 09, एम.जी. रोड, फैसी बाजार, गुवाहाटी, जिला कामरूप; नाथद्वारा रेलवे स्टेशन, अजमेर प्रभाग, उत्तरी पश्चिमी रेलवे (एनडब्ल्यूआर) में तैनात अज्ञात रेलवे अधिकारियों तथा अन्य के विरुद्ध भारतीय दण्ड संहिता, 1860 (1860 का 45) की धारा 120बी सपठित धाराएँ 420, 467, 468 और 471 तथा भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का 49) (2018 का अधिनियम 16 द्वारा यथासंशोधित) की धारा 13(2) सपठित धारा 13(1)(ए) के तहत दण्डनीय अपराध(धों) के संबंध में भ्रष्टाचार निवारण शाखा, जयपुर में दिनांक 16.12.2022 को दर्ज कराई गई शिकायत सं. सीए0302022ए0111 से उत्पन्न अपराध(धों) का अन्वेषण करने के लिए तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा एवं/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्तव राजस्थान राज्य में करती है।

[फा. सं. 228/08/2023-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 8th February, 2023

S.O. 279.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Rajasthan, issued vide Notification No. F.19(103) Home-5/2022 dated 30.12.2022, Home (Gr.-V) Department, Jaipur, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Rajasthan for investigation into the offence(s) punishable under section 120B r/w sections 420, 467, 468 and 471 of the Indian Penal Code, 1860 (45 of 1860) and section 13(2) r/w section 13(1)(a) of the Prevention of Corruption Act, 1988 (49 of 1988) (as amended by Act 16 of 2018), arising out of the complaint dated 16.12.2022 registered vide complaint No. CA0302022A0111 at CBI, ACB, Jaipur against M/s Vinayak Logistics India Pvt. Ltd., Registered address at Ward No. 09, M.G. Road, Fancy Bazar, Guwahati, Distt.-Kamrup, unknown Railway Officials posted at Nathdwara Railway Station, Ajmer Division, NWR and others for criminal conspiracy, forgery of valuable security, forgery for the purpose of cheating, cheating, using as genuine a forged document and criminal misconduct by public servant and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/08/2023-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

नई दिल्ली, 14 फरवरी, 2023

का.आ. 280.—केन्द्र सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राजस्थान राज्य सरकार, गृह (जीआर-V) विभाग, जयपुर की अधिसूचना सं. एफ. 19(44)होम-5/2022, दिनांक 26.05.2022, के माध्यम से जारी सम्मति से श्री आयुष मणि तिवारी, भा.पु.से., महा निरीक्षक (कार्मिक.), बीएसएफ, ब्लॉक सं.10, 5वीं मंजिल, सीजीओ कॉम्प्लैक्स, लोदी रोड, नई दिल्ली द्वारा दिनांक 22.03.2022 को (1) डॉ. एस. के. झा, सीएमओ (एसजी), सीएच बीएसएफ, कोलकाता (2) डॉ. मृणाल हजारिका, सीएमओ (एसजी), सीएच बीएसएफ, जोधपुर (3) डॉ. बानी सैकिया चेतिया, एसपीएल. ग्रेड-I, सीएच बीएसएफ, जालंधर (4) श्री विक्रम सिंह देवठिया, पुत्र श्री राम कुमार (5) श्री गगन शर्मा, पुत्र श्री राम गोपाल शर्मा (6) श्री करन सिंह कोली, पुत्र श्री हरभजन कोली (7) श्री गुरजीत सिंह जुनेजा, पुत्र श्री महेन्द्र सिंह जुनेजा (8) श्री मुकुल व्यास, पुत्र श्री अरविंद व्यास तथा अन्य के विरुद्ध दर्ज कराई गई शिकायत से उत्पन्न, भारतीय दंड संहिता (1860 का 45) की धारा 120 बी सपठित धारा 420 तथा 511 तथा भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का 49)(2018 के अधिनियम 16 द्वारा यथा संशोधित) की धारा 7(सी) तथा भारतीय दंड संहिता (1860 का 45) की धारा 420 तथा 511 के तहत मूल अपराधों तथा भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का 49) (2018 के अधिनियम 16 द्वारा यथा संशोधित) की धारा 7 के तहत दण्डनीय अपराध(धों) का अन्वेषण करने के लिए तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य

अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त राजस्थान राज्य में करती है।

[फा. सं. 228/144/2022-एवीडी-II]

संजय कुमार चौरसिया, अवर सचिव

New Delhi, the 14th February, 2023

S.O. 280.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Rajasthan, issued vide Notification No.F.19(44)Home-5/2022 dated 26.05.2022, Home (Gr.V) Department, Jaipur, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Rajasthan for investigation into the offence(s) arising out of the complaint dated 22.03.2022 lodged by Shri Ayush Mani Tiwari, IPS, Inspector General (Pers), Border Security Force, Block No.10, 5th Floor, CGO Complex, Lodhi Road, New Delhi against (1) Dr. S.K. Jha, CMO (SG), CH BSF, Kolkata, (2) Dr. Mrinal Hazarika, CMO (SG), CH BSF, Jodhpur, (3) Dr. Bani Saikia Chetia, Spl. Grade-I, CH BSF, Jalandhar, (4) Shri Vikram Singh Devthia, S/o Shri Ram Kumar, (5) Shri Gagan Sharma, S/o Shri Ram Gopal Sharma, (6) Shri Karan Singh Koli, S/o Shri Harbhajan Koli, (7) Shri Gurjeet Singh Juneja, S/o Shri Mahendra Singh Juneja, (8) Shri Mukul Vyas, S/o Shri Arvind Vyas and others punishable under section 120B r/w sections 420 and 511 of the Indian Penal Code (45 of 1860) and section 7(c) of the Prevention of Corruption Act, 1988 (49 of 1988) (as amended by Act 16 of 2018) and substantive offences under sections 420 and 511 of the Indian Penal Code (45 of 1860) and section 7 of the Prevention of Corruption Act, 1988 (49 of 1988) (as amended by Act 16 of 2018) and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/144/2022-AVD-II]

SANJAY KUMAR CHAURASIA, Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 12 जनवरी, 2023

का.आ. 281.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चिकित्सा अधीक्षक, इंदिरा गांधी कर्मचारी राज्य बीमा निगम अस्पताल, झिलमिल कॉलोनी, दिल्ली; 3573, बालाजी कुमार पांडा सुरक्षा एजेंसी, जनकपुरी, नई दिल्ली, के प्रबंधन के संबंधित नियोजकों और श्री प्रेम सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 नई दिल्ली के पंचाट (संदर्भ सं. 242/2021) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 16.12.2022 को प्राप्त हुआ था।

[सं. एल-42025/07/2023-14-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 12th January, 2023

S.O. 281.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 242/2021) of the Central Government Industrial Tribunal cum Labour Court - II New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Medical Superintendent, Indira Gandhi Employees' State Insurance Corporation Hospital, Jhilmil Colony, Delhi ; 3573, Balaji Kumar Panda Security Agency, Janakpuri, New Delhi , and Shri Prem Singh, Worker, which was received along with soft copy of the award by the Central Government on 16.12.2022.

[No. L-42025/07/2023-14-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.**

Present: Smt. PRANITA MOHANTY, Presiding Officer,
C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE No. 242/2021**Date of Passing Award- 06.12.2022**

Between:

Sh. Prem Singh, S/o Sh. Parmal Singh,
R/o-E-103, Gali No.-07, Deepak Colony,
Dilshad Garden, Shahdara, Delhi-110095.

... Claimant

Versus

1. The Medical Superintendent,
Indira Gandhi Employees' State Insurance Corporation Hospital,
Jhilmil Colony, Delhi-110095.

2. 3573, Balaji Kumar Panda Security Agency,
Shop No.G-30, Block-C-6B, Vikas Surya Plaza,
DDA Commercial Complex, Janakpuri,
New Delhi-110058.

....Managements

Appearances:-

Claimant in person
(A/R)

For the claimant

Shri Rohit Bhagat
None for the management No.2
(A/R)

For the Management No.1
For the Management No.2.

AWARD

This is an application filed by the claimant against the management No.1 and 2 alleging illegal termination of his service.

In the claim petition it has been stated that he was working in the premises of management No.1 through the service provider management No.2 since 01/01/2017 as a Security Guard. His last drawn wage per month was Rs. 14,000/-. The management was not extending the benefits of leave, PF, ESI etc to the claimant despite demand. No appointment letter or salary slip was even provided by the employer. Thus, the claimant was often demanding those legitimate entitlements. The management instead of extending the benefit to him, on 01.04.2019 illegally terminated his service and at the time of termination no notice of termination, notice pay, or termination compensation was paid. The efforts made by the claimants for reinstatement and grant of legitimate dues since failed he served a demand notice on 18.06.2019 through the union. But the management did not respond to the same. Finding no other way he, on 10.07.2019 raised a dispute before the Labour Commissioner where a conciliation proceeding was initiated. The managements though appeared did not agree to the terms of conciliation. Thus, the claimant filed the present claim petition praying reinstatement with back wages.

Notice being served the management No.1 appeared and filed written statement denying the claim advanced by the claimant. Management No.2 for his absence was proceeded exparte.

Before commencement of the hearing steps were taken for a conciliation between the claimant and the management No.1. The terms of conciliation proposed by the claimant since accepted, the claimant gave a statement to the effect that he has no grievance with regard to the termination of his service and he does not proceed with the matter and requested for disposal of the proceeding as he has no claim against the management. The statement of the claimant as per separate sheet is recorded and attached in the record. The

proceeding is disposed of on conciliation as the claimant has disowned the claim against both the managements. Hence, ordered.

ORDER

The claim be and the same is disposed of for the no claim advanced by the claimant against the managements in respect of the alleged illegal termination of service. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 22 फरवरी, 2023

का.आ. 282.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंदिरा गाँधी एम्प्लाइज' स्टेट इन्सुरेंस कॉर्पोरेशन हॉस्पिटल, दिल्ली; 3573, बालाजी कुमार पांडा सिक्योरिटी एजेंसी, नई दिल्ली के प्रबंधन के संबंधित नियोजकों और श्री सुन्दर वीर, ग़ज़िआबाद (यू.पी.) के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (रिफरेंस नं.-251/2021) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.02.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023-आईआर (एम)- 20]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd February, 2023

S.O. 282.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 251/2021) of the Central Government Industrial Tribunal cum Labour Court-2, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to Indira Gandhi Employees' State Insurance Corporation Hospital, Delhi; 3573, Balaji Kumar Panda Security Agency, New Delhi and Shri Sunder Veer, Ghaziabad (U.P.) which was received along with soft copy of the award by the Central Government on 22.02.2023.

[No. Z-16025/04/2023-IR(M)-20]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

Present: Smt. PRANITA MOHANTY, Presiding Officer,
C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE No. 251/2021

Date of Passing Award- 01.12.2022

Between:

Sh. Sunder Veer, S/o Sh. Mahaveer Singh,
R/o House No-F-5/297, Raj Nagar Loni, Ghaziabad,
Uttar Pradesh-201102.

...Claimant

Versus

1. The Medical Superintendent,
Indira Gandhi Employees' State Insurance Corporation Hospital,
Jhilmil Colony, Delhi-110095.
2. 3573, Balaji Kumar Panda Security Agency.
Shop No.G-30, Block-C-6B, Vikas Surya Plaza,
DDA Commercial Complex, Janakpuri,
New Delhi-110058.

... Managements

Appearances:-

Claimant in person	For the claimant
(A/R)	
Shri Rohit Bhagat	For the Management No.1
None for the management No.2	For the Management No.2.
(A/R)	

AWARD

This is an application filed by the claimant against the management No.1 and 2 alleging illegal termination of his service.

In the claim petition it has been stated that he was working in the premises of management No.1 through the service provider management No.2 since 18.12.2016 as a Security Guard. His last drawn wage per month was Rs. 18500/-. The management was not extending the benefits of leave, PF, ESI etc to the claimant despite demand. No appointment letter or salary slip was even provided by the employer. Thus, the claimant was often demanding those legitimate entitlements. The management instead of extending the benefit to him, on 01.04.2019 illegally terminated his service and at the time of termination no notice of termination, notice pay, or termination compensation was paid. The efforts made by the claimants for reinstatement and grant of legitimate dues since failed he served a demand notice on 18.06.2019 through the union. But the management did not respond to the same. Finding no other way he, on 10.07.2019 raised a dispute before the Labour Commissioner where a conciliation proceeding was initiated. The managements though appeared did not agree to the terms of conciliation. Thus, the claimant filed the present claim petition praying reinstatement with back wages.

Notice being served the management No.1 appeared and filed written statement denying the claim advanced by the claimant. Management No.2 for his absence was proceeded exparte.

Before commencement of the hearing steps were taken for a conciliation between the claimant and the management No.1. The terms of conciliation proposed by the claimant since accepted, the claimant gave a statement to the effect that he has no grievance with regard to the termination of his service and he does not proceed with the matter and requested for disposal of the proceeding as he has no claim against the management. The statement of the claimant as per separate sheet is recorded and attached in the record. The proceeding is disposed of on conciliation as the claimant has disowned the claim against both the managements. Hence, ordered.

ORDER

The claim be and the same is disposed of for the no claim advanced by the claimant against the managements in respect of the alleged illegal termination of service. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 22 फरवरी, 2023

का.आ. 283.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंदिरा गाँधी एम्प्लाइज' स्टेट इन्सुरेंस कॉर्पोरेशन हॉस्पिटल, दिल्ली; 3573, बालाजी कुमार पांडा सिक्योरिटी एजेंसी, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और श्री सीता राम, दिल्ली के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (रिफरेंस नं. -250/2021) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है, जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.02.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023-आईआर (एम)- 19]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd February, 2023

S.O. 283.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 250/2021) of the Central Government Industrial Tribunal cum Labour Court-2, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to Indira Gandhi Employees' State Insurance Corporation Hospital, Delhi; 3573, Balaji Kumar Panda Security Agency, New Delhi and Shri Sita Ram, Delhi which was received along with soft copy of the award by the Central Government on 22.02.2023.

[No. Z-16025/04/2023-IR(M)-19]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.**

Present: Smt. PRANITA MOHANTY, Presiding Officer,
C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE No. 250/2021**Date of Passing Award- 05.12.2022**

Between:

Sh. Sita Ram, S/o Sh. Paras Ram,
R/o—House No.-01/9894, Gali No.-3-D, West Gorakhpark,
Shahdara, Delhi-110032.

....Claimant

Versus

1. The Medical Superintendent,
Indira Gandhi Employees' State Insurance Corporation Hospital,
Jhilmil Colony, Delhi-110095.
2. 3573, Balaji Kumar Panda Security Agency,
Shop No.G-30, Block-C-6B, Vikas Surya Plaza,
DDA Commercial Complex, Janakpuri,
New Delhi-110058.

....Managements

Appearances:-

Claimant in person
(A/R)
Shri Rohit Bhagat

For the claimant

For the Management No.1

None for the management No.2
(A/R)

For the Management No.2.

AWARD

This is an application filed by the claimant against the management No.1 and 2 alleging illegal termination of his service.

In the claim petition it has been stated that he was working in the premises of management No.1 through the service provider management No.2 since 10.12.2016 as a Security Guard. His last drawn wage per month was Rs. 14000/-. The management was not extending the benefits of leave, PF, ESI etc to the claimant despite demand. No appointment letter or salary slip was even provided by the employer. Thus, the claimant was often demanding those legitimate entitlements. The management instead of extending the benefit to him, on 01.04.2019 illegally terminated his service and at the time of termination no notice of termination, notice pay, or termination compensation was paid. The efforts made by the claimants for reinstatement and grant of legitimate dues since failed he served a demand notice on 18.06.2019 through the union. But the management did not respond to the same. Finding no other way he, on 10.07.2019 raised a dispute before the Labour Commissioner where a conciliation proceeding was initiated. The managements though appeared did not agree to the terms of conciliation. Thus, the claimant filed the present claim petition praying reinstatement with back wages.

Notice being served the management No.1 appeared and filed written statement denying the claim advanced by the claimant. Management No.2 for his absence was proceeded exparte.

Before commencement of the hearing steps were taken for a conciliation between the claimant and the management No.1. The terms of conciliation proposed by the claimant since accepted, the claimant gave a statement to the effect that he has no grievance with regard to the termination of his service and he does not proceed with the matter and requested for disposal of the proceeding as he has no claim against the management. The statement of the claimant as per separate sheet is recorded and attached in the record. The proceeding is disposed of on conciliation as the claimant has disowned the claim against both the managements. Hence, ordered.

ORDER

The claim be and the same is disposed of for the no claim advanced by the claimant against the managements in respect of the alleged illegal termination of service. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 22 फरवरी, 2023

का.आ. 284.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंदिरा गाँधी एम्प्लाइज' स्टेट इन्सुरेंस कॉर्पोरेशन हॉस्पिटल, दिल्ली; 3573, बालाजी कुमार पांडा सिक्योरिटी एजेंसी, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और श्री राजपाल सिंह, गज़िआबाद (यू.पी.) के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (रिफरेंस नं.-249/2021) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.02.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023-आईआर (एम)-18]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd February, 2023

S.O. 284.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 249/2021) of the Central Government Industrial Tribunal cum Labour Court-2, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to Indira Gandhi Employees' State Insurance Corporation Hospital, Delhi; 3573, Balaji Kumar Panda Security Agency, New Delhi and Shri Rajpal Singh, Ghaziabad (U.P.) which was received along with soft copy of the award by the Central Government on 22.02.2023.

[No. Z-16025/04/2023-IR(M)-18]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Present: Smt. PRANITA MOHANTY, Presiding Officer,
C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE No. 249/2021

Date of Passing Award- 01.12.2022

Between:

Sh. Rajpal Singh, S/o Sh. Puran Singh,
R/o—Sarswati Vihar, Loni Dehat, Ghaziabad,
Uttar Pradesh – 201102.

... Claimant

Versus

1. The Medical Superintendent,
Indira Gandhi Employees' State Insurance Corporation Hospital,
Jhilmil Colony, Delhi-110095.

2. 3573, Balaji Kumar Panda Security Agency,
Shop No.G-30, Block-C-6B, Vikas Surya Plaza,
DDA Commercial Complex, Janakpuri,
New Delhi-110058.

... Managements

Appearances:-

Claimant in person
(A/R)

For the claimant

Shri Rohit Bhagat

For the Management No.1

None for the management No.2
(A/R)

For the Management No.2.

AWARD

This is an application filed by the claimant against the management No.1 and 2 alleging illegal termination of his service.

In the claim petition it has been stated that he was working in the premises of management No.1 through the service provider management No.2 since 10.12.2016 as a Security Guard. His last drawn wage per month was Rs. 18500/-. The management was not extending the benefits of leave, PF, ESI etc to the claimant despite demand. No appointment letter or salary slip was even provided by the employer. Thus, the claimant was often demanding those legitimate entitlements. The management instead of extending the benefit to him, on 01.04.2019 illegally terminated his service and at the time of termination no notice of termination, notice pay, or termination compensation was paid. The efforts made by the claimants for reinstatement and grant of legitimate dues since failed he served a demand notice on 18.06.2019 through the union. But the management did not respond to the same. Finding no other way he, on 10.07.2019 raised a dispute before the Labour Commissioner where a conciliation proceeding was initiated. The managements though appeared did not agree

to the terms of conciliation. Thus, the claimant filed the present claim petition praying reinstatement with back wages.

Notice being served the management No.1 appeared and filed written statement denying the claim advanced by the claimant. Management No.2 for his absence was proceeded ex parte.

Before commencement of the hearing steps were taken for a conciliation between the claimant and the management No.1. The terms of conciliation proposed by the claimant since accepted, the claimant gave a statement to the effect that he has no grievance with regard to the termination of his service and he does not proceed with the matter and requested for disposal of the proceeding as he has no claim against the management. The statement of the claimant as per separate sheet is recorded and attached in the record. The proceeding is disposed of on conciliation as the claimant has disowned the claim against both the managements. Hence, ordered.

ORDER

The claim be and the same is disposed of for the no claim advanced by the claimant against the managements in respect of the alleged illegal termination of service. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 22 फरवरी, 2023

का.आ. 285.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंदिरा गाँधी एम्प्लाइज' स्टेट इन्सुरेंस कॉर्पोरेशन हॉस्पिटल, दिल्ली; 3573, बालाजी कुमार पांडा सिक्योरिटी एजेंसी, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और श्री विपिन कुमार त्यागी, दिल्ली के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (रिफरेंस न.-248/2021) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.02.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023-आईआर (एम)-17]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd February, 2023

S.O. 285.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 248/2021) of the Central Government Industrial Tribunal cum Labour Court-2, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to Indira Gandhi Employees' State Insurance Corporation Hospital, Delhi; 3573, Balaji Kumar Panda Security Agency, New Delhi and Shri Vipin Kumar Tyagi, Delhi which was received along with soft copy of the award by the Central Government on 22.02.2023.

[No. Z-16025/04/2023-IR(M)-17]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Present: Smt. PRANITA MOHANTY,
Presiding Officer, C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE No. 248/2021**Date of Passing Award- 05.12.2022****Between:**

Sh. Vipin Kumar Tyagi, S/o Sh. Nain Singh,
R/o-1076/14, Mandoli Ex.,
Delhi-110093.

....Claimant

Versus

1. The Medical Superintendent,
Indira Gandhi Employees' State Insurance Corporation Hospital,
Jhilmil Colony, Delhi-110095.
2. 3573, Balaji Kumar Panda Security Agency,
Shop No.G-30, Block-C-6B, Vikas Surya Plaza,
DDA Commercial Complex, Janakpuri,
New Delhi-110058.

....Managements

Appearances:-

Claimant in person
(A/R)

For the claimant

Shri Rohit Bhagat

For the Management No.1

None for the management No.2

For the Management No.2.

(A/R)

AWARD

This is an application filed by the claimant against the management No.1 and 2 alleging illegal termination of his service.

In the claim petition it has been stated that he was working in the premises of management No.1 through the service provider management No.2 since 10.12.2016 as a Security Guard. His last drawn wage per month was Rs. 14,000/-. The management was not extending the benefits of leave, PF, ESI etc to the claimant despite demand. No appointment letter or salary slip was even provided by the employer. Thus, the claimant was often demanding those legitimate entitlements. The management instead of extending the benefit to him, on 01.04.2019 illegally terminated his service and at the time of termination no notice of termination, notice pay, or termination compensation was paid. The efforts made by the claimants for reinstatement and grant of legitimate dues since failed he served a demand notice on 18.06.2019 through the union. But the management did not respond to the same. Finding no other way he, on 10.07.2019 raised a dispute before the Labour Commissioner where a conciliation proceeding was initiated. The managements though appeared did not agree to the terms of conciliation. Thus, the claimant filed the present claim petition praying reinstatement with back wages.

Notice being served the management No.1 appeared and filed written statement denying the claim advanced by the claimant. Management No.2 for his absence was proceeded exparte.

Before commencement of the hearing steps were taken for a conciliation between the claimant and the management No.1. The terms of conciliation proposed by the claimant since accepted, the claimant gave a statement to the effect that he has no grievance with regard to the termination of his service and he does not proceed with the matter and requested for disposal of the proceeding as he has no claim against the management. The statement of the claimant as per separate sheet is recorded and attached in the record. The proceeding is disposed of on conciliation as the claimant has disowned the claim against both the managements. Hence, ordered.

ORDER

The claim be and the same is disposed of for the no claim advanced by the claimant against the managements in respect of the alleged illegal termination of service. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 22 फरवरी, 2023

का.आ. 286.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंदिरा गाँधी एम्प्लाइज' स्टेट इन्सुरेंस कॉर्पोरेशन हॉस्पिटल, दिल्ली; 3573, बालाजी कुमार पांडा सिक्योरिटी एजेंसी, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और श्री मोहिउद्दीन, दिल्ली के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (रिफरेंस न. -247/2021) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.02.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023-आईआर (एम)-16]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd February, 2023

S.O. 286.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 247/2021) of the Central Government Industrial Tribunal cum Labour Court-2, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to Indira Gandhi Employees' State Insurance Corporation Hospital, Delhi; 3573, Balaji Kumar Panda Security Agency, New Delhi and Shri Mohiuddin, Delhi which was received along with soft copy of the award by the Central Government on 22.02.2023.

[No. Z-16025/04/2023-IR(M)-16]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI**

Present: Smt. PRANITA MOHANTY, Presiding Officer,
C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE No. 247/2021

Date of Passing Award- 05.12.2022

Between:

Sh. Mohiuddin, S/o Sh. Tauqeer Khan,
R/o:- House No.-120, Pratap Khand, Vishwakarma Nagar,
Delhi-110095.

....Claimant

Versus

1. The Medical Superintendent,
Indira Gandhi Employees' State Insurance Corporation Hospital,
Jhilmil Colony, Delhi-110095.

2. 3573, Balaji Kumar Panda Security Agency,
Shop No.G-30, Block-C-6B, Vikas Surya Plaza,
DDA Commercial Complex, Janakpuri,
New Delhi-110058.

...Managements

Appearances:-

Claimant in person	For the claimant
(A/R)	
Shri Rohit Bhagat	For the Management No.1
None for the management No.2	For the Management No.2.
(A/R)	

AWARD

This is an application filed by the claimant against the management No.1 and 2 alleging illegal termination of his service.

In the claim petition it has been stated that he was working in the premises of management No.1 through the service provider management No.2 since 10.12.2016 as a Security Guard. His last drawn wage per month was Rs. 14,000/-. The management was not extending the benefits of leave, PF, ESI etc to the claimant despite demand. No appointment letter or salary slip was even provided by the employer. Thus, the claimant was often demanding those legitimate entitlements. The management instead of extending the benefit to him, on 01.04.2019 illegally terminated his service and at the time of termination no notice of termination, notice pay, or termination compensation was paid. The efforts made by the claimants for reinstatement and grant of legitimate dues since failed he served a demand notice on 18.06.2019 through the union. But the management did not respond to the same. Finding no other way he, on 10.07.2019 raised a dispute before the Labour Commissioner where a conciliation proceeding was initiated. The managements though appeared did not agree to the terms of conciliation. Thus, the claimant filed the present claim petition praying reinstatement with back wages.

Notice being served the management No.1 appeared and filed written statement denying the claim advanced by the claimant. Management No.2 for his absence was proceeded ex parte.

Before commencement of the hearing steps were taken for a conciliation between the claimant and the management No.1. The terms of conciliation proposed by the claimant since accepted, the claimant gave a statement to the effect that he has no grievance with regard to the termination of his service and he does not proceed with the matter and requested for disposal of the proceeding as he has no claim against the management. The statement of the claimant as per separate sheet is recorded and attached in the record. The proceeding is disposed of on conciliation as the claimant has disowned the claim against both the managements. Hence, ordered.

ORDER

The claim be and the same is disposed of for the no claim advanced by the claimant against the managements in respect of the alleged illegal termination of service. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 22 फरवरी, 2023

का.आ. 287.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंदिरा गाँधी एम्प्लाइज' स्टेट इन्सुरेंस कॉर्पोरेशन हॉस्पिटल, दिल्ली; 3573, बालाजी कुमार पांडा सिक्योरिटी एजेंसी, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और श्री सुरेश चंद, दिल्ली के बीच अनुबंध में निर्दिष्ट

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (रिफरेन्स न. -245/2021) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.02.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023-आईआर (एम)-15]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd February, 2023

S.O. 287.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 245/2021) of the Central Government Industrial Tribunal cum Labour Court-2, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to Indira Gandhi Employees' State Insurance Corporation Hospital, Delhi; 3573, Balaji Kumar Panda Security Agency, New Delhi and Shri Suresh Chand, Delhi which was received along with soft copy of the award by the Central Government on 22.02.2023.

[No. Z-16025/04/2023-IR(M)-15]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Present: Smt. PRANITA MOHANTY, Presiding Officer,
C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE No. 245/2021

Date of Passing Award- 05.12.2022

Between:

Sh. Suresh Chand, S/o Sh. Kanchid Lal,
R/o-1076/14, Mandoli Ex.,
Delhi-110093.

...Claimant

Versus

1. The Medical Superintendent,
Indira Gandhi Employees' State Insurance Corporation Hospital,
Jhilmil Colony, Delhi-110095.
2. 3573, Balaji Kumar Panda Security Agency,
Shop No.G-30, Block-C-6B, Vikas Surya Plaza,
DDA Commercial Complex, Janakpuri,
New Delhi-110058.

...Managements

Appearances:-

Claimant in person
(A/R)

Shri Rohit Bhagat

None for the management No.2
(A/R)

For the claimant

For the Management No.1

For the Management No.2.

AWARD

This is an application filed by the claimant against the management No.1 and 2 alleging illegal termination of his service.

In the claim petition it has been stated that he was working in the premises of management No.1 through the service provider management No.2 since 10.12.2016 as a Security Guard. His last drawn wage per month was Rs. 18,500/-. The management was not extending the benefits of leave, PF, ESI etc to the claimant despite demand. No appointment letter or salary slip was even provided by the employer. Thus, the claimant was often demanding those legitimate entitlements. The management instead of extending the benefit to him, on 01.04.2019 illegally terminated his service and at the time of termination no notice of termination, notice pay, or termination compensation was paid. The efforts made by the claimants for reinstatement and grant of legitimate dues since failed he served a demand notice on 18.06.2019 through the union. But the management did not respond to the same. Finding no other way he, on 10.07.2019 raised a dispute before the Labour Commissioner where a conciliation proceeding was initiated. The managements though appeared did not agree to the terms of conciliation. Thus, the claimant filed the present claim petition praying reinstatement with back wages.

Notice being served the management No.1 appeared and filed written statement denying the claim advanced by the claimant. Management No.2 for his absence was proceeded ex parte.

Before commencement of the hearing steps were taken for a conciliation between the claimant and the management No.1. The terms of conciliation proposed by the claimant since accepted, the claimant gave a statement to the effect that he has no grievance with regard to the termination of his service and he does not proceed with the matter and requested for disposal of the proceeding as he has no claim against the management. The statement of the claimant as per separate sheet is recorded and attached in the record. The proceeding is disposed of on conciliation as the claimant has disowned the claim against both the managements. Hence, ordered.

ORDER

The claim be and the same is disposed of for the no claim advanced by the claimant against the managements in respect of the alleged illegal termination of service. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 22 फरवरी, 2023

का.आ. 288.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंदिरा गाँधी एम्प्लाइज' स्टेट इन्सुरेंस कॉर्पोरेशन हॉस्पिटल, दिल्ली; 3573, बालाजी कुमार पांडा सिक्योरिटी एजेंसी, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और श्री एसबीर सिंह, गज़िआबाद, (यू.पी.) के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (रिफरेन्स न. - 244/2021) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.02.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023-आईआर (एम)-14]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd February, 2023

S.O. 288.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 244/2021) of the Central Government Industrial Tribunal cum Labour Court-2, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to Indira Gandhi Employees' State Insurance Corporation Hospital, Delhi; 3573, Balaji

Kumar Panda Security Agency, New Delhi and Shri Yesbir Singh, Ghaziabad (U.P.) which was received along with soft copy of the award by the Central Government on 22.02.2023.

[No. Z-16025/04/2023-IR(M)-14]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

Present: Smt. PRANITA MOHANTY, Presiding Officer,
C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE No. 244/2021

Date of Passing Award- 06.12.2022

Between:

Sh. Yesbir Singh, S/o Sh. Shobh Ram Singh,
R/o-B-536-A, Double Story, Brij Vihar, Chander Nagar,
Ghaziabad, Uttar Pradesh

....Claimant

Versus

1. The Medical Superintendent,
Indira Gandhi Employees' State Insurance Corporation Hospital,
Jhilmil Colony, Delhi-110095.
2. 3573, Balaji Kumar Panda Security Agency,
Shop No.G-30, Block-C-6B, Vikas Surya Plaza,
DDA Commercial Complex, Janakpuri,
New Delhi-110058.

....Managements

Appearances:-

Claimant in person
(A/R)

For the claimant

Shri Rohit Bhagat

For the Management No.1

None for the management No.2
(A/R)

For the Management No.2.

AWARD

This is an application filed by the claimant against the management No.1 and 2 alleging illegal termination of his service.

In the claim petition it has been stated that he was working in the premises of management No.1 through the service provider management No.2 since 10.12.2016 as a Security Guard. His last drawn wage per month was Rs. 14,000/-. The management was not extending the benefits of leave, PF, ESI etc to the claimant despite demand. No appointment letter or salary slip was even provided by the employer. Thus, the claimant was often demanding those legitimate entitlements. The management instead of extending the benefit to him, on 01.04.2019 illegally terminated his service and at the time of termination no notice of termination, notice pay, or termination compensation was paid. The efforts made by the claimants for reinstatement and grant of legitimate dues since failed he served a demand notice on 18.06.2019 through the union. But the management did not respond to the same. Finding no other way he, on 10.07.2019 raised a dispute before the Labour Commissioner where a conciliation proceeding was initiated. The managements though appeared did not agree to the terms of conciliation. Thus, the claimant filed the present claim petition praying reinstatement with back wages.

Notice being served the management No.1 appeared and filed written statement denying the claim advanced by the claimant. Management No.2 for his absence was proceeded ex parte.

Before commencement of the hearing steps were taken for a conciliation between the claimant and the management No.1. The terms of conciliation proposed by the claimant since accepted, the claimant gave a statement to the effect that he has no grievance with regard to the termination of his service and he does not proceed with the matter and requested for disposal of the proceeding as he has no claim against the management. The statement of the claimant as per separate sheet is recorded and attached in the record. The proceeding is disposed of on conciliation as the claimant has disowned the claim against both the managements. Hence, ordered.

ORDER

The claim be and the same is disposed of for the no claim advanced by the claimant against the managements in respect of the alleged illegal termination of service. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 22 फरवरी, 2023

का.आ. 289.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंदिरा गाँधी एम्प्लाइज' स्टेट इन्सुरेंस कॉर्पोरेशन हॉस्पिटल, दिल्ली; 3573, बालाजी कुमार पांडा सिक्योरिटी एजेंसी, नई दिल्ली के प्रबंधन के संबंधित नियोजकों और श्री रेवा राम शर्मा, बागपत, (यू.पी.) के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (रिफरेंस न. - 243/2021) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.02.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023-आईआर(एम)-13]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd February, 2023

S.O. 289.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 243/2021) of the Central Government Industrial Tribunal cum Labour Court-2, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to Indira Gandhi Employees' State Insurance Corporation Hospital, Delhi; 3573, Balaji Kumar Panda Security Agency, New Delhi and Shri Rewa Ram Sharma, Bagpat (U.P.) which was received along with soft copy of the award by the Central Government on 22.02.2023.

[No. Z-16025/04/2023-IR(M)-13]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

Present: Smt. PRANITA MOHANTY, Presiding Officer,
C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 243/2021**Date of Passing Award- 06.12.2022****Between:**

Sh. Rewa Ram Sharma, S/o Sh. Radhey Shyam,
R/o—Soorajpur Mahanwa,
Bagpat, U.P.

... Claimant

Versus

1. The Medical Superintendent,
Indira Gandhi Employees' State Insurance Corporation Hospital,
Jhilmil Colony, Delhi-110095.

2. 3573, Balaji Kumar Panda Security Agency,
Shop No.G-30, Block-C-6B, Vikas Surya Plaza,
DDA Commercial Complex, Janakpuri,
New Delhi-110058.

... Managements

Appearances:-

Claimant in person
(A/R)

For the claimant

Shri Rohit Bhagat

For the Management No.1

None for the management No.2
(A/R)

For the Management No.2.

AWARD

This is an application filed by the claimant against the management No.1 and 2 alleging illegal termination of his service.

In the claim petition it has been stated that he was working in the premises of management No.1 through the service provider management No.2 since 10.12.2016 as a Security Guard. His last drawn wage per month was Rs. 18500/-. The management was not extending the benefits of leave, PF, ESI etc to the claimant despite demand. No appointment letter or salary slip was even provided by the employer. Thus, the claimant was often demanding those legitimate entitlements. The management instead of extending the benefit to him, on 01.04.2019 illegally terminated his service and at the time of termination no notice of termination, notice pay, or termination compensation was paid. The efforts made by the claimants for reinstatement and grant of legitimate dues since failed he served a demand notice on 18.06.2019 through the union. But the management did not respond to the same. Finding no other way he, on 10.07.2019 raised a dispute before the Labour Commissioner where a conciliation proceeding was initiated. The managements though appeared did not agree to the terms of conciliation. Thus, the claimant filed the present claim petition praying reinstatement with back wages.

Notice being served the management No.1 appeared and filed written statement denying the claim advanced by the claimant. Management No.2 for his absence was proceeded exparte.

Before commencement of the hearing steps were taken for a conciliation between the claimant and the management No.1. The terms of conciliation proposed by the claimant since accepted, the claimant gave a statement to the effect that he has no grievance with regard to the termination of his service and he does not proceed with the matter and requested for disposal of the proceeding as he has no claim against the management. The statement of the claimant as per separate sheet is recorded and attached in the record. The proceeding is disposed of on conciliation as the claimant has disowned the claim against both the managements. Hence, ordered.

ORDER

The claim be and the same is disposed of for the no claim advanced by the claimant against the managements in respect of the alleged illegal termination of service. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 22 फरवरी, 2023

का.आ. 290.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंदिरा गाँधी एम्प्लाइज' स्टेट इन्सुरेंस कॉर्पोरेशन हॉस्पिटल, दिल्ली; 3573, बालाजी कुमार पांडा सिक्योरिटी एजेंसी, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और श्री प्रेम सिंह, दिल्ली के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (रिफरेंस नं. -242/2021) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.02.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023-आईआर (एम)-12]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd February, 2023

S.O. 290.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 242/2021) of the Central Government Industrial Tribunal cum Labour Court-2, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to Indira Gandhi Employees' State Insurance Corporation Hospital, Delhi; 3573, Balaji Kumar Panda Security Agency, New Delhi and Shri Prem Singh, Delhi which was received along with soft copy of the award by the Central Government on 22.02.2023.

[No. Z-16025/04/2023-IR(M)-12]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI**

Present: Smt. PRANITA MOHANTY, Presiding Officer,
C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 242/2021**Date of Passing Award- 06.12.2022****Between:**

Sh. Prem Singh, S/o Sh. Parmal Singh,
R/o-E-103, Gali No.-07, Deepak Colony,
Dilshad Garden, Shahdara, Delhi-110095.

... Claimant

Versus

1. The Medical Superintendent,
Indira Gandhi Employees' State Insurance Corporation Hospital,
Jhilmil Colony, Delhi-110095.
2. 3573, Balaji Kumar Panda Security Agency,
Shop No.G-30, Block-C-6B, Vikas Surya Plaza,
DDA Commercial Complex, Janakpuri,
New Delhi-110058.

... Managements

Appearances:-

Claimant in person

For the claimant

(A/R)

Shri Rohit Bhagat

For the Management No.1

None for the management No.2

For the Management No.2.

(A/R)

AWARD

This is an application filed by the claimant against the management No.1 and 2 alleging illegal termination of his service.

In the claim petition it has been stated that he was working in the premises of management No.1 through the service provider management No.2 since 01/01/2017 as a Security Guard. His last drawn wage per month was Rs. 14,000/-. The management was not extending the benefits of leave, PF, ESI etc to the claimant despite demand. No appointment letter or salary slip was even provided by the employer. Thus, the claimant was often demanding those legitimate entitlements. The management instead of extending the benefit to him, on 01.04.2019 illegally terminated his service and at the time of termination no notice of termination, notice pay, or termination compensation was paid. The efforts made by the claimants for reinstatement and grant of legitimate dues since failed he served a demand notice on 18.06.2019 through the union. But the management did not respond to the same. Finding no other way he, on 10.07.2019 raised a dispute before the Labour Commissioner where a conciliation proceeding was initiated. The managements though appeared did not agree to the terms of conciliation. Thus, the claimant filed the present claim petition praying reinstatement with back wages.

Notice being served the management No.1 appeared and filed written statement denying the claim advanced by the claimant. Management No.2 for his absence was proceeded ex parte.

Before commencement of the hearing steps were taken for a conciliation between the claimant and the management No.1. The terms of conciliation proposed by the claimant since accepted, the claimant gave a statement to the effect that he has no grievance with regard to the termination of his service and he does not proceed with the matter and requested for disposal of the proceeding as he has no claim against the management. The statement of the claimant as per separate sheet is recorded and attached in the record. The proceeding is disposed of on conciliation as the claimant has disowned the claim against both the managements. Hence, ordered.

ORDER

The claim be and the same is disposed of for the no claim advanced by the claimant against the managements in respect of the alleged illegal termination of service. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 22 फरवरी, 2023

का.आ. 291.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंदिरा गाँधी एम्प्लाइज' स्टेट इन्सुरेंस कॉर्पोरेशन हॉस्पिटल, दिल्ली; 3573, बालाजी कुमार पांडा सिक्योरिटी एजेंसी, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और श्री राम किशन, दिल्ली के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (रिफरेंस न. - 241/2021) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.02.2023 को प्राप्त हुआ था।

[सं जेड-16025/04/2023-आईआर (एम) -11]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd February, 2023

S.O. 291.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 241/2021) of the Central Government Industrial Tribunal cum Labour Court-2, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to Indira Gandhi Employees' State Insurance Corporation Hospital, Delhi; 3573, Balaji Kumar Panda Security Agency, New Delhi and Shri Ram Kishan, Delhi which was received along with soft copy of the award by the Central Government on 22.02.2023.

[No. Z-16025/04/2023-IR(M)-11]

D. K. HIMANSHU, Under Secy.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

Present: Smt. PRANITA MOHANTY, Presiding Officer,
C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE NO. 241/2021

Date of Passing Award- 06.12.2022

Between:

Sh. Ram Kishan, S/o Sh. Netra Pal,
R/o-B-14, Gali No.-02, Ghazipur Gaon,
Delhi-110096.

...Claimant

Versus

1. The Medical Superintendent,
Indira Gandhi Employees' State Insurance Corporation Hospital,
Jhilmil Colony, Delhi-110095.

2. 3573, Balaji Kumar Panda Security Agency,
Shop No.G-30, Block-C-6B, Vikas Surya Plaza,
DDA Commercial Complex, Janakpuri,
New Delhi-110058.

...Managements

Appearances:-

Claimant in person
(A/R)

For the claimant

Shri Rohit Bhagat

For the Management No.1

None for the management No.2
(A/R)

For the Management No.2.

AWARD

This is an application filed by the claimant against the management No.1 and 2 alleging illegal termination of his service.

In the claim petition it has been stated that he was working in the premises of management No.1 through the service provider management No.2 since 10.12.2016 as a Security Guard. His last drawn wage per month was Rs. 14,000/-. The management was not extending the benefits of leave, PF, ESI etc to the claimant despite demand. No appointment letter or salary slip was even provided by the employer. Thus, the claimant was often demanding those legitimate entitlements. The management instead of extending the benefit to him, on 01.04.2019 illegally terminated his service and at the time of termination no notice of termination, notice pay, or termination compensation was paid. The efforts made by the claimants for reinstatement and grant of legitimate dues since failed he served a demand notice on 18.06.2019 through the union. But the management did not respond to the same. Finding no other way he, on 10.07.2019 raised a dispute before the Labour

Commissioner where a conciliation proceeding was initiated. The managements though appeared did not agree to the terms of conciliation. Thus, the claimant filed the present claim petition praying reinstatement with back wages.

Notice being served the management No.1 appeared and filed written statement denying the claim advanced by the claimant. Management No.2 for his absence was proceeded ex parte.

Before commencement of the hearing steps were taken for a conciliation between the claimant and the management No.1. The terms of conciliation proposed by the claimant since accepted, the claimant gave a statement to the effect that he has no grievance with regard to the termination of his service and he does not proceed with the matter and requested for disposal of the proceeding as he has no claim against the management. The statement of the claimant as per separate sheet is recorded and attached in the record. The proceeding is disposed of on conciliation as the claimant has disowned the claim against both the managements. Hence, ordered.

ORDER

The claim be and the same is disposed of for the no claim advanced by the claimant against the managements in respect of the alleged illegal termination of service. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 22 फरवरी, 2023

का.आ. 292.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंदिरा गाँधी एम्प्लाइज' स्टेट इन्सुरेंस कॉर्पोरेशन हॉस्पिटल, दिल्ली; 3573, बालाजी कुमार पांडा सिक्योरिटी एजेंसी, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और श्री नरेंद्र कुमार त्यागी, दिल्ली के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (रिफरेन्स न. - 239/2021) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.02.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023-आईआर (एम)-10]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd February, 2023

S.O. 292.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 239/2021) of the Central Government Industrial Tribunal cum Labour Court-2, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to Indira Gandhi Employees' State Insurance Corporation Hospital, Delhi; 3573, Balaji Kumar Panda Security Agency, New Delhi and Shri Narendra Kumar Tyagi, Delhi which was received along with soft copy of the award by the Central Government on 22.02.2023.

[No. Z-16025/04/2023-IR(M)-10]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

Present: Smt. PRANITA MOHANTY, Presiding Officer,
C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE No. 239/2021**Date of Passing Award- 07.12.2022****Between:**

Sh. Narender Kumar Tyagi, S/o Sh. Vijay Prakash Tyagi,
R/o-A-02/272, Gali No.02, Harijan Basti,
East Gokulpur, Delhi-110094.

...Claimant

Versus

1. The Medical Superintendent,
Indira Gandhi Employees' State Insurance Corporation Hospital,
Jhilmil Colony, Delhi-110095.
2. 3573, Balaji Kumar Panda Security Agency,
Shop No.G-30, Block-C-6B, Vikas Surya Plaza,
DDA Commercial Complex, Janakpuri,
New Delhi-110058.

...Managements

Appearances:-

Claimant in person

For the claimant

(A/R)

Shri Rohit Bhagat

For the Management No.1

None for the management No.2

For the Management No.2.

(A/R)

AWARD

This is an application filed by the claimant against the management No.1 and 2 alleging illegal termination of his service.

In the claim petition it has been stated that he was working in the premises of management No.1 through the service provider management No.2 since 10.12.2016 as a Security Guard. His last drawn wage per month was Rs. 14,000/-. The management was not extending the benefits of leave, PF, ESI etc to the claimant despite demand. No appointment letter or salary slip was even provided by the employer. Thus, the claimant was often demanding those legitimate entitlements. The management instead of extending the benefit to him, on 01.04.2019 illegally terminated his service and at the time of termination no notice of termination, notice pay, or termination compensation was paid. The efforts made by the claimants for reinstatement and grant of legitimate dues since failed he served a demand notice on 18.06.2019 through the union. But the management did not respond to the same. Finding no other way he, on 10.07.2019 raised a dispute before the Labour Commissioner where a conciliation proceeding was initiated. The managements though appeared did not agree to the terms of conciliation. Thus, the claimant filed the present claim petition praying reinstatement with back wages.

Notice being served the management No.1 appeared and filed written statement denying the claim advanced by the claimant. Management No.2 for his absence was proceeded exparte.

Before commencement of the hearing steps were taken for a conciliation between the claimant and the management No.1. The terms of conciliation proposed by the claimant since accepted, the claimant gave a statement to the effect that he has no grievance with regard to the termination of his service and he does not proceed with the matter and requested for disposal of the proceeding as he has no claim against the management. The statement of the claimant as per separate sheet is recorded and attached in the record. The proceeding is disposed of on conciliation as the claimant has disowned the claim against both the managements. Hence, ordered.

ORDER

The claim be and the same is disposed of for the no claim advanced by the claimant against the managements in respect of the alleged illegal termination of service. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 22 फरवरी, 2023

का.आ. 293 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंदिरा गाँधी एम्प्लाइज' स्टेट इन्सुरेंस कॉर्पोरेशन हॉस्पिटल, दिल्ली; 3573, बालाजी कुमार पांडा सिक्योरिटी एजेंसी, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और श्री अतर सिंह, गज़िआबाद के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (रिफरेंस न. - 238/2021) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.02.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023-आईआर (एम) -9]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd February, 2023

S.O. 293.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 238/2021) of the Central Government Industrial Tribunal cum Labour Court-2, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to Indira Gandhi Employees' State Insurance Corporation Hospital, Delhi; 3573, Balaji Kumar Panda Security Agency, New Delhi and Shri Atar Singh, Ghaziabad which was received along with soft copy of the award by the Central Government on 22.02.2023.

[No. Z-16025/04/2023-IR(M)-9]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

Present: Smt. PRANITA MOHANTY,
Presiding Officer, C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE No. 238/2021

Date of Passing Award- 07.12.2022

Between:

Sh. Atar Singh, S/o Sh. Kutbi,
R/o-89, Panchayara, Ghaziabad -201102.

... Claimant

Versus

1. The Medical Superintendent,
Indira Gandhi Employees' State Insurance Corporation Hospital,
Jhilmil Colony, Delhi-110095.
2. 3573, Balaji Kumar Panda Security Agency,
Shop No.G-30, Block-C-6B, Vikas Surya Plaza,
DDA Commercial Complex, Janakpuri,
New Delhi-110058.

...Managements

Appearances:-

Claimant in person
(A/R)
Shri Rohit Bhagat
None for the management No.2
(A/R)

For the claimant

For the Management No.1
For the Management No.2.

AWARD

This is an application filed by the claimant against the management No.1 and 2 alleging illegal termination of his service.

In the claim petition it has been stated that he was working in the premises of management No.1 through the service provider management No.2 since 10.12.2016 as a Security Guard. His last drawn wage per month was Rs. 18,500/-. The management was not extending the benefits of leave, PF, ESI etc to the claimant despite demand. No appointment letter or salary slip was even provided by the employer. Thus, the claimant was often demanding those legitimate entitlements. The management instead of extending the benefit to him, on 01.04.2019 illegally terminated his service and at the time of termination no notice of termination, notice pay, or termination compensation was paid. The efforts made by the claimants for reinstatement and grant of legitimate dues since failed he served a demand notice on 18.06.2019 through the union. But the management did not respond to the same. Finding no other way he, on 10.07.2019 raised a dispute before the Labour Commissioner where a conciliation proceeding was initiated. The managements though appeared did not agree to the terms of conciliation. Thus, the claimant filed the present claim petition praying reinstatement with back wages.

Notice being served the management No.1 appeared and filed written statement denying the claim advanced by the claimant. Management No.2 for his absence was proceeded exparte.

Before commencement of the hearing steps were taken for a conciliation between the claimant and the management No.1. The terms of conciliation proposed by the claimant since accepted, the claimant gave a statement to the effect that he has no grievance with regard to the termination of his service and he does not proceed with the matter and requested for disposal of the proceeding as he has no claim against the management. The statement of the claimant as per separate sheet is recorded and attached in the record. The proceeding is disposed of on conciliation as the claimant has disowned the claim against both the managements. Hence, ordered.

ORDER

The claim be and the same is disposed of for the no claim advanced by the claimant against the managements in respect of the alleged illegal termination of service. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 22 फरवरी, 2023

का.आ. 294.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंदिरा गाँधी एम्प्लाइज' स्टेट इन्सुरेंस कॉर्पोरेशन हॉस्पिटल, दिल्ली; 3573, बालाजी कुमार पांडा सिक्योरिटी एजेंसी, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और श्री याम बहादुर थापा, दिल्ली के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, नई दिल्ली के पंचाट (रिफरेंस न. - 236/2021) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 22.02.2023 को प्राप्त हुआ था।

[सं. जेड-16025/04/2023-आईआर (एम) -8]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 22nd February, 2023

S.O. 294.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Reference No. 236/2021) of the Central Government Industrial Tribunal cum Labour Court-2, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to Indira Gandhi Employees' State Insurance Corporation Hospital, Delhi; 3573, Balaji

Kumar Panda Security Agency, New Delhi and Shri Yam Bhadur Thapa, Delhi which was received along with soft copy of the award by the Central Government on 22.02.2023.

[No. Z-16025/04/2023-IR(M)-8]

D. K. HIMANSHU, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

Present: Smt. PRANITA MOHANTY, Presiding Officer,
C.G.I.T.-Cum-Labour
Court-II, New Delhi.

INDUSTRIAL DISPUTE CASE No. 236/2021

Date of Passing Award- 07.12.2022

Between:

Sh. Yam Bhadur Thapa, S/o Sh. Chandra Lal Thapa,
R/o-C-228, J. J Colony, Inderpuri, IARI Madhya,
Delhi-110012.

...Claimant

Versus

1. The Medical Superintendent,
Indira Gandhi Employees' State Insurance Corporation Hospital,
Jhilmil Colony, Delhi-110095.
2. 3573, Balaji Kumar Panda Security Agency,
Shop No.G-30, Block-C-6B, Vikas Surya Plaza,
DDA Commercial Complex, Janakpuri,
New Delhi-110058.

...Managements

Appearances:-

Claimant in person
(A/R)

For the claimant

Shri Rohit Bhagat

For the Management No.1

None for the management No.2
(A/R)

For the Management No.2.

AWARD

This is an application filed by the claimant against the management No.1 and 2 alleging illegal termination of his service.

In the claim petition it has been stated that he was working in the premises of management No.1 through the service provider management No.2 since 10.12.2016 as a Security Guard. His last drawn wage per month was Rs. 18500/-. The management was not extending the benefits of leave, PF, ESI etc to the claimant despite demand. No appointment letter or salary slip was even provided by the employer. Thus, the claimant was often demanding those legitimate entitlements. The management instead of extending the benefit to him, on 01.04.2019 illegally terminated his service and at the time of termination no notice of termination, notice pay, or termination compensation was paid. The efforts made by the claimants for reinstatement and grant of legitimate dues since failed he served a demand notice on 18.06.2019 through the union. But the management did not respond to the same. Finding no other way he, on 10.07.2019 raised a dispute before the Labour Commissioner where a conciliation proceeding was initiated. The managements though appeared did not agree to the terms of conciliation. Thus, the claimant filed the present claim petition praying reinstatement with back wages.

Notice being served the management No.1 appeared and filed written statement denying the claim advanced by the claimant. Management No.2 for his absence was proceeded exparte.

Before commencement of the hearing steps were taken for a conciliation between the claimant and the management No.1. The terms of conciliation proposed by the claimant since accepted, the claimant gave a statement to the effect that he has no grievance with regard to the termination of his service and he does not proceed with the matter and requested for disposal of the proceeding as he has no claim against the management. The statement of the claimant as per separate sheet is recorded and attached in the record. The proceeding is disposed of on conciliation as the claimant has disowned the claim against both the managements. Hence, ordered.

ORDER

The claim be and the same is disposed of for the no claim advanced by the claimant against the managements in respect of the alleged illegal termination of service. Send a copy of this award to the appropriate government for notification as required under section 17 of the ID act 1947.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 24 फरवरी, 2023

का.आ. 295.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 120/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20.02.2023 को प्राप्त हुआ था।

[सं. एल-22012/455/2004-आईआर (सी.एम-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 24th February, 2023

S.O. 295.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 120/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 20/02/2023

[No. L-22012/455/2004 – IR (CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

Present: Shri ANANDA KUMAR MUKHERJEE, Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 120 OF 2005

PARTIES: Meghnath Manjhi

Vs.

Management of Dhemomain Group of Mines of M/s. ECL

REPRESENTATIVES:

For the Union/Workman: Shri S. K. Pandey, General Secretary, Colliery Mazdoor Congress.

For the Management: Mr. P. K. Das, learned advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 03.02.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/455/2004-IR(CM-II)** dated 01.09.2005 has been pleased to refer the following dispute between the employer, that is the Management of Dhemomain Group of Mines of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the Management of Dhemomain Group of Mines in dismissing of Sh. Meghnath Manjhi, U. G. Loader from services is legal and justified? If not, to what relief the concerned workman is entitled? ”

1. On receiving Order **No. L-22012/455/2004-IR(CM-II)** dated 01.09.2005 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 120 of 2005** was registered on 23.09.2005 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. Mr. P. K. Das, learned advocate appearing for the Management is ready for advancing his argument. On call none appeared for Meghnath Manjhi, the dismissed workman. Shri S. K. Pandey, General Secretary, Colliery Mazdoor Congress is also found absent. On a perusal of the case record I find that Notice was sent to Meghnath Manjhi under registered post at his village address but the same has been returned unserved with a report dated 17.11.2022 that the addressee has expired.

3. The order of reference dated 01.09.2005 has been forwarded to this Tribunal for adjudicating an industrial dispute as to whether the action of the Management of Dhemomain Group of Mines in dismissing of Shri Meghnath Manjhi, Under Ground Loader from services is legal and justified? If not, to what relief the concerned workman is entitled?

4. In this case the workman had adduced evidence but no document related to his service or dismissal has been produced. Opportunity was given to the Management to adduce evidence but evidence was closed on 13.12.2016 at the instance of learned advocate for the Management.

5. Having consider the facts and circumstances, the long absence of the workman, taken together with the fact that he has been reported dead without any substitution of legal heirs, I hold that there is no merit in the case and the same is liable to be disposed of in the form of **No Dispute Award**.

Hence,

ORDERED

That a No Dispute Award be drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 24 फरवरी, 2023

का.आ. 296.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उपा. महाप्रबंधक, भारत इलेक्ट्रॉनिक्स लिमिटेड, 405, औद्योगिक क्षेत्र, चरण-III, पंचकुला-(हरियाणा) के प्रबंधतंत्र के संबद्ध नियोजकों और महासचिव, भारत इलेक्ट्रॉनिक वर्कर्स यूनियन, पंचकुला, भारत इलेक्ट्रॉनिक्स, 405, औद्योगिक क्षेत्र, चरण-III, पंचकुला-(हरियाणा), के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-2 चंडीगढ़ के पंचाट (संदर्भ सं. 6/2015) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 24/02/2023 को प्राप्त हुआ था।

[सं. एल-14011/05/2015-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 24th February, 2023

S.O. 296.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 6/2015) of the Central Government Industrial Tribunal cum Labour Court –2, Chandigarh, as shown in the Annexure, in the Industrial dispute between the employers in relation to Dy. General Manager, Bharat Electronics Ltd., 405, Industrial Area, Phase-III, Panchkula-(Haryana) and The General Secretary, Bharat Electronic Workers Union, Panchkula, Bharat Electronics, 405, Industrial Area, Phase-III, Panchkula-(Haryana), which was received along with soft copy of the award by the Central Government on 24/02/2023.

[No. L-14011/05/2015- IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,
CHANDIGARH.****Present:** Sh. J.K. TRIPATHI, Presiding Officer

ID No.6/2015

The General Secretary, Bharat Electronic Workers Union,
Panchkula, Bharat Electronics, 405, Industrial Area,
Phase-III, Panchkula(Haryana)-134113.

...Workers/Union

Versus

The Dy. General Manager,
Bharat Electronics Ltd., 405, Industrial Area,
Phase-III, Panchkula(Haryana)-134113.

...Respondent/Management

AWARD**Passed on:-19.12.2022**

Central Government vide Notification No. L-14011/05/2015-IR(DU) Dated 07.05.2015, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management in issuing notice dated 04.10.2013 as per section 9A of the ID Act regarding change/alter in the existing medical facilities under section 9A of the ID Act is violation of Para (3), Para (15.1) and Para (19) of the MOS dated 19.05.2010 is valid, just and legal? If not, to what relief concerned workmen are entitled to and from which date?”

1. Both the parties were put to notice and Workers/Union filed their statement of claim with the averments that the present claim is an outcome of industrial dispute raised by the Bharat Electronics Workers Union, Panchkula consequent upon served a notice of change under Section 9A of the Act, by the management vide no.17556/821/HOA on 04.10.2013 in order to effect the changes in the medical policy, which was implemented w.e.f. 01.11.1985 vide office order no.HO/821/009 dated 14.11.1985. The workers/union of Bharat Electronics Panchkula has submitted its charter of demands vide letter no.967 dated 19.06.2006 for the revision of wages and related matters including medical facilities which was due from 01.01.2007. The management of Bharat Electronics constituted a joint wage negotiation committee(JWNC) comprising of both parties viz. management representative and workers/union representatives. The joint wage negotiating committee has convened 18 meetings to negotiate wages and related matters and finally in 19th meeting on 7th and 8th May 2010 both the parties reached at an amicable settlement and signed a memorandum of understanding on 08.05.2010. Based on this MOU every unit including Panchkula unit has signed a memorandum of settlement under Section 12(3) and 18(3) of the ID Act 1947 and the management of Panchkula unit has also signed a MOS dated 19.05.2010 with the Bharat Electronics Workers Union in the presence of Ld RLC(C) and the same is registered vide no.8(57)/2010/RCH dated 19.05.2010. As per the provision of clause 3 of the MOS the duration of settlement was fixed for 10 years i.e. from 01.01.2007 to 31.12.2016. Thereafter the management has issued a notice of change of service conditions vide letter no.17556/821/HOA dated 04.10.2013 as per the provision of Section 9A of the ID Act showing their intension to alter/change some of the paras of contributory medical scheme(CMA) in a negative side. It is a well settled law that once a MOS is signed under Section 12(3) and 18(3) of the ID Act its provision cannot be altered by way of giving notice of change under Section 9A during the currency of MOS and the provision of the MOS are binding for both the parties until the expiry of mentioned date or even after that also until a notice of termination under Section 19(2) of the ID Act, is given to another party of the settlement. The existing CMA scheme was implemented w.e.f. 01.11.1985 through an office order no.HO/821/009 dated 14.11.1985 and since then so many changes, which might not deemed as reduction in any facilities of said scheme were implemented by the management only after consulting/discussions with the negotiating trade unions and this is the first time when management has issued a notice under Section 9(A) of the ID Act and sought unilaterally to reduce the medical facilities in the existing scheme. In view of the above facts, circumstances and law points, the impugned notice of change dated 04.10.2013, is not sustainable in the eyes of law and therefore, may be set aside in the interest of justice.

2. Respondent/Management has filed written statement to the claim petition filed by the Union, alleging therein that the petitioner-union is without any jurisdiction, foundation and liable to be dismissed on the ground that there is no violation of Memorandum of Settlement dated 19.05.2010 on the part of the respondent-management as alleged by the Union. The management reserves the right to amend, modify, repeal, abrogate or withdraw any or all the provisions of the Office Order dated 14.11.1985 at their discretion at any time without any notice whatsoever. In all fair manners management has issued the notice for making certain changes in the scheme in line with Government Schemes like Employee State Insurance Scheme under ESI Act, Central Government Health Scheme and some change in methodology of obtaining the medicines etc. in order to avail discount on medicine purchase to control the expenditure which are rising rapidly year by year. The notice of respondent-management under Section 9-A of the Industrial Disputes Act, 1947 clearly stipulates that the management wants to make certain changes in the existing scheme of Contributory Medical Attendance Revised Rules dated 14.11.1985. The reasons given for the change are quite genuine, justifiable, reasonable and are not against the terms of medical facilities provided to the employees of the respondent-management. The management wants to make certain changes in the scheme in line with Government Schemes like Employees State Insurance Scheme under ESI Act, Central Government Health Scheme and some change in methodology of obtaining the medicines etc in order to avail discount on medicine purchase to control the expenditure which are rising rapidly year by year. The notice under Section 9-A of the Industrial Disputes Act, 1947 is not a violation of Memorandum of Settlement dated 19.05.2010 arrived at between the management and union. The action of the management is legal, just, proper and in accordance with law, sustainable in the eyes of law. The management reserves the right to amend, modify, repeal, abrogate or withdraw any or all the provisions of the Office Order dated 14.11.1985 at their discretion at any time without any notice whatsoever. In order to make the changes, notice under Section 9A of the Industrial Disputes Act was given and the Union was invited before the Assistant Labour Commissioner for conciliation but no amicable conciliation proceedings were concluded. Changes have been made by the respondent-management under Section 9A of the Industrial Disputes Act, 1947

in the methodology of obtaining the medicines, etc. in order to avail discount on medicine purchase to control the expenditure which is rising rapidly year by year and the same are quite reasonable. It is therefore, respectfully prayed that in view of the above facts and circumstances of the case, the claim of the union may kindly be dismissed with exemplary costs in the interest of natural justice, equity and fair play.

3. Parties were given opportunity to lead evidence. In support of the case of Union, Sh. Rajesh Kumar, General Secretary of the Union has examined himself as WW1 and filed his affidavit in evidence as Ex.WW1/A along with documents Ex.W-1 to W-8 and has been cross-examined by Sh. Devender Singla, Manager-HR of the respondent-management.

4. The respondent-management has examined Sh. Davinder Kumar Singla(Deputy General Manager(HR&A), who examined himself as MW1 and filed his affidavit in evidence as Ex.MW1/A along with document Ex.M-1(colly) and has been cross-examined by Sh. Rajesh Kumar,(General Secretary of the Union).

5. On 13.12.2022 during the pendency of the proceedings before this Tribunal, Sh. Rajesh Kumar,(General Secretary of the Union has filed an application for closure of the case. It is submitted on behalf of Sh. Rajesh Kumar(General Secretary of the Union), that since the matter was pending on issuing a notice on behalf of the respondent and that notice has been withdrawn and matter has taken back on the side of the respondent. He is willing to withdraw the case and made a request to close the case. In view of the application moved by the Union, there is no need to proceed with the matter further.

6. It is now well settled position in law that any settlement arrived at between the parties is legally binding upon both the parties in terms of the provisions of Section 18 of the Industrial Disputes Act, 1947.

7. In view of the application moved by Sh. Rajesh Kumar, General Secretary of the Union, the present reference made by the Ministry is dismissed as withdrawn. The application moved by Sh. Rajesh Kumar, General Secretary of the Union shall remain the integral part of the Award.

8. Let copy of the award be sent to the Central Government for publication of the same as required under Section 17(2) of the Act.

J. K. TRIPATHI, Presiding Officer

नई दिल्ली, 24 फरवरी, 2023

का.आ. 297.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, राष्ट्रीय कृषि अनुसंधान प्रबंधन अकादमी (एनएएआरएम), राजेंद्र नगर, हैदराबाद, के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, राष्ट्रीय कृषि अनुसंधान प्रबंधन अकादमी (एनएएआरएम) अस्थायी स्थिति श्रमिक संघ, किस्मतपुर, राजेंद्र नगर, हैदराबाद, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-हैदराबाद के पंचाट (संदर्भ सं. 78/2015) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.02.2023 को प्राप्त हुआ था।

[सं. एल-42011/115/2015-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 24th February, 2023

S.O. 297.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 78/2015) of the Central Government Industrial Tribunal-cum- Labour Court – Hyderabad as shown in the Annexure, in the Industrial dispute between the employers in relation to The Director, National Academy of Agricultural Research Management (NAARM), Rajendra Nagar, Hyderabad and The President, National Academy of Agricultural Research Management (NAARM) Temporary Status Workers Union, Kismatpur, Rajendra Nagar, Hyderabad, which was received along with soft copy of the award by the Central Government on 23.02.2023.

[No. L-42011/115/2015-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE
IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,
HYDERABAD

Present: - Shri IRFAN QAMAR, Presiding Officer

Dated the 15th day of December, 2022

Industrial Dispute No. 78/2015

Between:

The President,
National Academy of Agricultural
Research Management (NAARM)
Temporary Status Workers Union,
Kismatpur, Rajendra Nagar,
Hyderabad.

.... Petitioner

AND

The Director,
National Academy of Agricultural Research
Management (NAARM), Rajendra Nagar,
Hyderabad

.... Respondent

Appearance:-

For the Petitioner : Shri Ranjith Reddy, Advocate
For the Respondent : Smt C Vani Reddy, Advocate

AWARD

This is a reference issued by the Government of India, Ministry of Labour and Employment, New Delhi vide order No. L-42011/115/2015-IR(DU) dated 23.09.2015 whereunder this Tribunal is required to adjudicate the dispute i.e.,

“Whether the action of management of National Academy of Agricultural Research Management (NAAARM), Rajendra nagar, Hyderabad regarding non-implementation of paid festival Holidays to their Casual Labour (Temporary Status) is legal and justified? If not, to what relief the workmen are entitled to?”

After receiving the above said reference, it was registered as ID No. 78/2015 in this Tribunal and notices were issued to both the parties and secured their presence.

2. During the pendency of proceeding, most of the members of the petitioner union have come to settlement after discussions with the respondent. As such, the members of the petitioner union have filed their affidavits to the effect that they are not interested in continuing with the proceedings. They also prayed that claim regarding deponent to close as deposed in the affidavit as withdrawn and also prayed for rest of nine members of union (Sl Nos.1,2,3,4,5,10,15,16 and 36) to raise fresh dispute and pass such order namely 1) K Maryamma, 2) K Anjaiah, 3) B Rajaiah, 4) MC Kistaiah, 5) D Ramulu, 6) L Narsimha 7) P Venkat Rao, 8) V Lakshmi and 9) Noorjahan.

3. The members of the petitioner union have filed their affidavit with a prayer to close the claim as withdrawn. Since most of the members of petitioner union wants to withdraw their claim, in view of their settlement. In such circumstances, I disposed of the reference in terms of the prayer as made in their affidavit dated 18.11.2022.

4. As far as the claim of remaining nine claimant members of union i.e. Sl. Nos.1,2,3,4,5,10,15,16 and 36 is concerned, since most of the members of the union have withdrawn their claim, remaining nine members of union, if they feel aggrieved, are at liberty to file fresh claim as an individual.

5. The reference is thus disposed of.

Award is passed accordingly. Transmit.

Typed by Shri J Vijaya Sarathi, Secretary to the court to my dictation and corrected by me on this the 15th day of December, 2022.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the

Witnesses examined for the

Petitioner

Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 24 फरवरी, 2023

का.आ. 298 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, राष्ट्रीय कृषि अनुसंधान अकादमी, (एनएएआरएम), राजेंद्र नगर, हैदराबाद ; महानिदेशक, भारतीय कृषि अनुसंधान परिषद (आईसीएआर), कृषि भवन, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री के मरियम्मा, कामगार और अन्य 36, राष्ट्रीय कृषि अनुसंधान अकादमी, (एनएएआरएम), राजेंद्र नगर, हैदराबाद, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-हैदराबाद के पंचाट (संदर्भ सं. 1/2015) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 23.02.2023 को प्राप्त हुआ था।

[सं. एल-42025/07/2023-66--आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 24th February, 2023

S.O. 298.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1/2015) of the Central Government Industrial Tribunal-cum-Labour Court –Hyderabad as shown in the Annexure, in the Industrial dispute between the employers in relation to The Director, National Academy of Agricultural Research, (NAARM), Rajendra Nagar, Hyderabad ; The Director General, The Indian Council for Agricultural Research (ICAR), Krishi Bhavan, New Delhi and Shri K. Maryamma, Worker & Others 36, National Academy of Agricultural Research, (NAARM), Rajendra Nagar, Hyderabad, which was received along with soft copy of the award by the Central Government on 23.02.2023.

[No. L-42025/07/2023-66-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE
IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM- LABOUR COURT,
HYDERABAD

Present: - Shri IRFAN QAMAR, Presiding Officer

Dated the 15th day of December, 2022

M. P. No. 1/2015

Between:

Sl.No.	Name of the Worker
1	K. Maryamma
2	K. Anjaiah
3	B. Rajaiah
4	M.C. Kistaiah
5	D. Ramulu
6	M.Satyanaryana
7	D. Srisailam
8	B. Ratnaiah
9	D. Babaiah
10	L. Naraismha
11.	K.Somson
12	K. Shamulu
13	K. satyanarayana
14.	K. Narsimha
15.	P. Venkat Rao
16	V. Lakshmi
17	K. Andalau
18	M.S. Ravi
19	N. Krishna
20	P. Amrutha
21	K. Lakshmi
22	L. Chandramma
23	G.Satyanarayana
24.	B. Raju
25	MD. Sadat
26	T. Srinivas
27	E. Yadamma
28	S.Laxmamma
29	P. Venkatesh
30	G. Ramulu
31	P. Yadaiah
32	J Pramila
33	M. Laxmamma
34	G. Ramulu
35	M. Sharada
36	Noorjahan
37	N. Yadagiri

C/o National Academy of Agricultural Research
Management (NAARM)
Rajendra Nagar, Hyderabad

...Petitioner

1. The Director,
National Academy of Agricultural
Research Management (NAARM),
Rajendra Nagar, Hyderabad
2. The Director General,
The Indian Counsel for
Agricultural Research (ICAR),
Krishi Bhavan, New Delhi-1.

... Respondents

Appearance:-

For the Petitioner : Shri Y. Ranjith Reddy, Advocate
For the Respondent : Smt C Vani Reddy, Advocate

ORDER

This petition under Sec.33 C(2) of the Industrial Disputes Act, 1947 has been filed by 37 Petitioners seeking a direction to the Respondents to pay a sum of Rs.24,80,379/- towards the unpaid festival holidays payments and worked wages on festival holidays.

2. During the pendency of proceeding, most of the members of the petitioner union have come to settlement after discussions with the respondent. As such, the members of the petitioner union have filed their affidavits to the effect that they are not interested in continuing with the proceedings. They also prayed that claim regarding deponent to close as deposed in the affidavit as withdrawn and also prayed for rest of nine members of union (Sl. Nos.1,2,3,4,5,10,15,16 and 36) to raise fresh dispute and pass such order namely 1) K Maryamma, 2) K Anjaiah, 3) B Rajaiah, 4) MC Kistaiah, 5) D Ramulu, 6) L Narsimha 7) P Venkat Rao, 8) V Lakshmi and 9) Noorjahan.

3. The members of the petitioner union have filed their affidavit with a prayer to close the claim as withdrawn. Since most of the members of petitioner union wants to withdraw their claim, in view of their settlement. In such circumstances, I disposed of the miscellaneous petition in terms of the prayer as made in their affidavit dated 18.11.2022.

4. As far as the claim of remaining nine claimant members of union i.e. Sl. Nos.1,2,3,4,5,10,15,16 and 36 is concerned, since most of the members of the union have withdrawn their claim, remaining nine members of union, if they feel aggrieved, are at liberty to file fresh claim as an individual.

Therefore, Miscellaneous petition is closed as withdrawn in view of the memo filed by the petitioners concerned.

Ordered accordingly.

Typed by Shri J Vijaya Sarathi, Secretary to the court to my dictation and corrected by me on this the 15th day of December, 2022.

IRFAN QAMAR, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

NIL

Witnesses examined for the
Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 24 फरवरी, 2023

का.आ. 299 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंध निदेशक, मेसर्स एस्जय एरिक्सन प्राइवेट लिमिटेड, पटपड़गंज औद्योगिक क्षेत्र, दिल्ली; शाखा प्रबंधक/अंचल प्रमुख, मेसर्स एस्जय एरिक्सन प्राइवेट लिमिटेड, हजरतगंज, लखनऊ, प्रबंधन के संबंध में नियोजकों श्री उपेंद्र नाथ तिवारी, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ सं. 58/2015) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27/01/2023 को प्राप्त हुआ था।

[सं. एल-42025/07/2023-67-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 24th February, 2023

S.O. 299.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 58/2015) of the Central Government Industrial Tribunal-cum-Labour Court-Lucknow, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Managing Director, M/s Essjay Ericsson Private Limited, Patparganj Industrial Area, Delhi ;Branch Manager/ Circle Head, M/s Essjay Ericsson Private Limited, Hazratganj, Lucknow and Shri Upendra Nath Tiwari, Worker which was received along with soft copy of the award by the Central Government on 27/01/2023.

[No. L-42025/07/2023-67-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL –CUM-LABOUR COURT, LUCKNOW****Present :** Justice ANIL KUMAR, Presiding Officer

I.D. No. 58/2015

BETWEEN

Upendra Nath Tiwari S/o Sri Parmanand Tiwari,
R/o Village Bela Paschim
Distt. Sultanpur UP – 227805

AND

1. M/s Essjay Ericsson Private Limited
Registered Office at 210 F.I.E.
Patparganj Industrial Area, Delhi – 110092
Through its Managing Director
2. Branch Manager/Circle Head
M/s Essjay Ericsson Private Limited
3ed Floor, Shalimar Logics
04 Rana Pratap Marg
Behind Arif Castles Hotel

Hazratganj, Lucknow – 226001.

AWARD

The present industrial dispute has been filed by the workman, Upendra Nath Tiwari before this Tribunal for adjudication as per provisions section 2A of the Industrial Disputes Act, 1947 (14 of 1947).

Accordingly, an industrial dispute No. 58/2015 has been registered on 24.09.2015.

Case of the claimant:

In the statement of claim filed by the claimant, it has been pleaded that he had been appointed on the post of Assistant Engineer in Grade C vide appointment letter dated 11.04.2013 and joined his services after fulfilling all the requisite formalities and he worked continuously up to his termination.

During his employment he worked up to the satisfaction of his employers and general public, without calling for any complaint etc; however, the employers stated harassing him in January, 2015 and did not release his annual increment in spite of the fact that he had completed two years of continuous service.

So he approached to the Regional Labour Commissioner (Central), Lucknow vide his representation dated 27.10.2015 for redressal of his grievances, his services had been terminated by the employers vide letter dated 10.03.2015.

It has been pleaded by the claimant that the employers have terminated his services, invoking clause 14 of the employment agreement in an unjustified manner, in violation of the principles of natural justice as neither any charge sheet had been issued nor any inquiry had been held against the workman before issuance of letter of termination dated 10.03.2015; and when he came to know about his termination, contacted Circle Head, who instructed the workman to submit his resignation and as per directions of the Circle Head, the workman tendered his resignation on 11.03.2015, which was accepted by the Authorized Signatory on the very same day.

In view of the said background, workman has alleged that his services have been terminated in violation of the provisions of Section 25 F, 25 N & 25 Q of the Industrial Disputes Act, 1947 as he has completed 240 days of continuous service and he had neither been given any notice nor notice pay in lieu thereof or any retrenchment compensation at the time of his termination of his services.

Accordingly, the workman has prayed that his termination be declared illegal, be reinstated with consequential benefits, including back wages.

Case of the respondent:

The management in their written statement it has been denied the claim of the workman; with submission that the workman worked with the opposite parties for a total period of two years and ten months and during his employment the behavior of the workman was unprofessional and his performance was not satisfactory in accordance with the requirements of his position on expected norms and guidelines.

On many occasions it was found that the workman was not present at allocated route which is serious misconduct in managing the affairs of operation and maintenance works under telecommunication business that directly affects upon services provided to the customers; moreover, the workman remained unauthorized absent.

The management also stated that the workman had been counselled by his seniors on time and again to improve his conduct but the workman deliberately adopted confrontation approach with his superiors and finally tendered his resignation willingly with request to accept the same and relieve him with immediate effect; accordingly, his resignation was accepted; and his full and final settlement was not paid in light of his e-mail dated 01.01.2016; whereby the workman requested not to deposit any money with regard to his pending full and final settlement of dues. The management has submitted that since the workman himself tendered his resignation, therefore, his case is not covered with the provisions of Section 25 F of the Act.

Accordingly, the management has prayed that the claim of the workman be rejected being devoid of any merit.

Findings and conclusion:

I have heard the learned counsel for the respondent Sri Preet Verma, none for claimant.

From perusal of the record the position which emerge out is that after filing of the Statement of Claim and written statement.

On behalf of the claimant neither rejoinder affidavit nor any oral/documentary evidence have been filed till date.

From the perusal of sheets, it appears that neither workman nor his authorized representative has appeared to press the case on behalf of the claimant since 11.02.2021.

Even today neither the workman nor his authorized representative is present.

Accordingly, after hearing Sri Preet Verma, learned authorized representative of the opposite parties and taking into consideration the facts the position which emerges out is that as no oral/documentary evidence has been filed on behalf of the claimant to support his claim, as such, the adjudication case is liable to be dismissed.

Taking into consideration the above said facts as well as the law laid by Hon'ble High Court in the case of *V. K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194* as under:

"It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."

In the case of *M s Uptron Powertronics Employees' Union, iabad through its Secretary v. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164* Hon'ble Allahabad High Court has held as under:

"The law has been settled by the Apex Court in case of Shanker Chakravarti v. Britannia Biscuit Co. Ltd., V.K. Raj Industries v. Labour Court and Ors., Airtech Private Limited v. State of U.P. and Ors. 1984 (49) FLR 38 and Meritech India Ltd. v. State of U.P. and Ors. 1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."

Hon'ble Allahabad High Court in the case of *District Administrative Committee, U.P. P.A.C.C.S.C. Services v. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519* has held as under:

"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed."

Thus, taking into consideration the facts on record that in the present case the workman has not filed any oral/documentary evidence in support of his claim, so the same is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.

Award as above.

Justice ANIL KUMAR, Presiding Officer

नई दिल्ली, 24 फरवरी, 2023

का.आ. 300.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एलएसजी स्काई शेफ (इंडिया) प्रा. लिमिटेड, बेंगलूर इंटरनेशनल एयरपोर्ट, देवनहल्ली, बेंगलूर, के प्रबंधन के संबद्ध नियोजकों और एलएसजी स्काई शेफ स्टाफ एंड वर्कर्स यूनियन (आर), शबरी नगर रोड, बेंगलूर, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- बेंगलूर के पंचाट (संदर्भ सं. 08/2013) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 19.02.2023 को प्राप्त हुआ था।

[सं. एल-42011/148/2012-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 24th February, 2023

S.O. 300.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 08/2013) of the Central Government Industrial Tribunal cum Labour Court – Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to LSG Sky Chef (India) Pvt. Ltd., Bangalore International Airport, Devanahalli, Bangalore and LSG Sky Chefs Staff and Workers Union (R), Shabari Nagar Road, Bangalore, which was received along with soft copy of the award by the Central Government on 19.02.2023.

[No. L-42011/148/2012-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
At BENGALURU
DATED : 17th JANUARY 2023

Present : Shri IRFAN QAMAR, Presiding Officer

C R No. 08/2013

I Party

LSG Sky Chefs Staff and Workers
Union (R), No. 141, 7th Cross, Shabari
Nagar Road, Ramakrishna Hegde Road,
Bangalore – 560 075.

II Party

LSG Sky Chef (India) Pvt. Ltd.,
Bangalore International Airport,
Devanahalli,
Bangalore – 560 300.

Appearances

I Party : **Kum. Maitreyi Krishnan**
Advocate
II Party : **Sh. K R Anand**
Advocate

The Government of India, Ministry of Labour vide order No. L-42011/148/2012-IR(DU) dated 15.02.2013 in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred as “The Act”) (14 of 1947) referred the following Industrial Dispute to this Tribunal for adjudication:

SCHEDULE

“Whether the action of the management of LSG Skychefts (India)Pvt. Ltd., Bangalore in transferring 06 workmen enmasse is malafide or can it be attributable to unfair labour practice? To what relief the said union is entitled to?”

2. After Registering the matter notices were issued to parties who appeared. During the pendency of Industrial Dispute parties filed Joint Memorandum of Settlement wherein they have agreed that they have signed voluntarily and satisfied with amount so received from the management and approached the tribunal to accept the settlement. Therefore, prayed to pass consent award in the interest of justice.

3. Perused the record, parties have filed Joint Memorandum of Settlement dated 26.12.2022 in the present matter voluntarily and prayed to pass consent Award in terms of the settlement. The Settlement has been duly signed by both the parties. Therefore, in view of the above. I dispose off reference in terms of prayer made in Joint Memorandum filed on 26.12.2022. The reference is thus disposed off. This is may Award. Transmit.

(Dictated to Secretary to Court, transcribed by him, corrected and signed by me on 17th January 2023)

IRFAN QAMAR, Presiding Officer

नई दिल्ली, 24 फरवरी, 2023

का.आ. 301 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 01/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20.02.2023 को प्राप्त हुआ था।

[सं. एल-22012/53/2010-आईआर (सी.एम-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 24th February, 2023

S.O. 301.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 01/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 20/02/2023

[No. L-22012/53/2010 – IR (CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

Present: Shri ANANDA KUMAR MUKHERJEE, Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 01 OF 2011

PARTIES:

Ragu Gond

Vs.

Management of J. K. Nagar Colliery of M/s. ECL

REPRESENTATIVES:

For the Union/Workman : Shri S. K. Pandey, General Secretary, Colliery Mazdoor Congress.

For the Management : Mr. P. K. Das, learned advocate.

INDUSTRY: Coal.
STATE: West Bengal
Dated: 06.02.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/53/2010-IR(CM-II)** dated 23.12.2010 has been pleased to refer the following dispute between the employer, that is the Management of J. K. Nagar Colliery under Satgram Area of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of J. K. Nagar Colliery under Satgram Area of M/s. Eastern Coalfields Limited, in not regularizing Shri Ragu Gond, UGL in terms with the appointment order is legal and justified? To what relief is the workman entitled for? ”

1. On receiving Order No. L-22012/53/2010-IR(CM-II) dated 23.12.2010 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 01 of 2011** was registered on 09.12.2011 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. Mr. P. K. Das, learned advocate for J. K. Nagar Colliery under Satgram Area of M/s. Eastern Coalfields Limited is present. The case was fixed up on 23.01.2023 for appearance of Ragu Gond and for evidence. The workman was represented by Mr. S. K. Pandey, General Secretary, Colliery Mazdoor Congress. On repeated call at 11.55 AM none appeared for the workman.

3. Industrial dispute involved in this Reference case is whether the action of the Management of J. K. Nagar Colliery under Satgram Area of M/s. Eastern Coalfields Limited, in not regularizing Shri Ragu Gond, UGL in terms with the appointment order is legal and justified? To what relief is the workman entitled for?

4. Since the workman, Ragu Gond did not appear on consecutive dates and union representative, Mr. S. K. Pandey did not turn up, it appears to me that the adjudication of the dispute has no relevance and the Reference case is disposed of in the form of a **No Dispute Award**.

Hence,

ORDERED

that a **No Dispute Award** be drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 24 फरवरी, 2023

का.आ. 302 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 59/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20.02.2023 को प्राप्त हुआ था।

[सं. एल-22012/252/2005-आईआर (सी.एम-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 24th February, 2023

S.O. 302.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 59/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 20/02/2023.

[No. L-22012/252/2005 – IR (CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,
ASANSOL

Present: Shri ANANDA KUMAR MUKHERJEE, Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE No. 59 OF 2006

PARTIES: Surajlal Pasi

Vs.

General Manager (Personnel), Sanctoria of M/s. ECL

REPRESENTATIVES:

For the Union/Workman: General Secretary, Coal Mines Security Guard Association.

For the Management: Mr. P. K. Das, learned advocate.

INDUSTRY: Coal.

STATE: West Bengal.

DATED: 03.02.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order No. **L-22012/252/2005-IR(CM-II)** dated 24.08.2006 has been pleased to refer the following dispute between the employer, that is the Management of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of ECL in not protecting the pay being drawn by Shri Surajlal Pasi as Underground Loader consequent upon his being appointed as Security Guard in Cat.I in Grade ‘C’ is just and legal? If not, to what relief is the workman entitled? ”

1. After receiving Order **L-22012/252/2005-IR(CM-II)** dated 24.08.2006 of the aforesaid Reference framed by the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 59 of 2006** was registered on 18.09.2006, and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. The case is fixed up today for appearance of Surajlal Pasi and hearing of argument, in default the case shall be disposed of in accordance with law and materials available on record. Mr. P. K. Das, learned advocate for the Management is preset. Surajlal Pasi is found absent on call. The Notice issued to Surajlal Pasi under registered post has been returned with an endorsement of the Postman dated 24.11.2023 that the addressee could not be located at the given address. General Secretary, Coal Mines Security Guard Association who had been conducting this case on behalf of the workman is also found absent on call. It is 01:00 PM now. The record is taken up for final disposal.

3. The Government of India, Ministry of Labour and Employment has referred this industrial dispute under clause (d) of sub-section (1) and sub-section (2A) of section 10 of Industrial Disputes Act, 1947 for adjudication of the issue as to whether the action of the Management of ECL in not protecting the pay being drawn by Shri Surajlal Pasi as Underground Loader consequent upon his being appointed as Security Guard in Category -I in Grade ‘C’ is just and legal? If not, to what relief is the workman entitled?

4. Surajlal Pasi has filed his Affidavit-in-chief and was also cross-examined. It appeared from his evidence that in the year 1990 he met with an accident in Mines and was given some light job up to 20.02.1993 and thereafter regularised as a Security Guard (Trainee) from 01.03.1993 in the initial basic of Category-I.

According to the workman he was getting less wages after his regularisation. On his representation before the Management of M/s. Eastern Coalfields Limited he was transferred to Kenda Colliery under Kenda Area to M/s. Eastern Coalfields Limited, Headquarters. The contention of the workman is that in similar cases pay protection is given to the workmen in terms of letter no. ECL/CMD/C-6/WBE-7/2364 dated 22.09.1994 and letter no. ECL/CMD/C-6/WB-42/184 dated 13.01.1998. The workman accordingly applied before the Assistant Labour Commissioner (Central), Apcar Garden, Asansol for redressal. The workman categorically denied that he made any application before the Management of the company for change of his designation during the course of his service and had asserted that he never gave any undertaking that he would accept lower wages than what he was getting at the time of his service as a Under Ground Loader in Group -V. Further contention is that the Management deployed him as a Security Guard, as per their own requirement. Therefore, he is entitled to protection of wages due to such conversion from Piece Rate, Group -VA to Time Rate (Security Guard Trainee, Category -I).

5. In course of his cross-examination the workman deposed that he did not get any compensation due to the accident. He also denied that he prayed for any light work. The Management of the company did not confront the workman with any document that it was at the instance of the workman his nature of work was converted from Piece Rate to Time Rate.

6. In this case Management was given opportunity to adduce evidence but they have not come out with any clarification as to why the pay of the workman has not been protected or was reduced. It is also not the case of the Management that the pay of the workman has not been reduced. Under such circumstances the Reference case is decided in favour of the workman Surajlal Pasi. He is entitled to get pay protection w.e.f. 01.03.1993 i.e. from the date of his regularization as Security Guard (Trainee). The Reference is accordingly disposed of.

Hence,

ORDERED

The Reference case is disposed of in favour of Surajlal Pasi. An Award be drawn up directing the General Manager (Personnel), Sanctoria of M/s. Eastern Coalfields Limited to grant pay protection to the workman w.e.f. 01.03.1993 on his being regularized to the post of Security Guard (Trainee). The dues be paid to the workman within two months from the date of Notification of the Award. Let copies of the Award in duplicate be communicated to the Ministry of Labour and Employment, Government of India for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 24 फरवरी, 2023

का.आ. 303.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 83/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20.02.2023 को प्राप्त हुआ था।

[सं. एल-22012/377/98-आईआर (सी.एम-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 24th February, 2023

S.O. 303.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 83/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 20/02/2023

[No. L-22012/377/98 – IR (CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,
ASANSOL**

Present: Shri ANANDA KUMAR MUKHERJEE, Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE No. 83 OF 1999

PARTIES: Durgadas Karmakar

Vs.

Management of Jhanjra Area of M/s. ECL

REPRESENTATIVES:

For the Union/Workman: Shri S. K. Pandey, General Secretary, Colliery Mazdoor Congress.

For the Management: Mr. P. K. Das, learned advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 03.02.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/377/98/IR(CM-II)** dated 07.07.1999 has been pleased to refer the following dispute between the employer, that is the Management of Jhanjra Area of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the Management of Jhanjra Area of M/s. ECL in dismissing Sh. Durgadas Karmakar, Security Guard is legal and justified? If not, to what relief is the workman entitled? ”

1. On receiving Order **No. L-22012/377/98/IR(CM-II)** dated 07.07.1999 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 83 of 1999** was registered on 17.09.2001 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. Mr. P. K. Das, learned advocate on behalf of Jhanjra Area of M/s. Eastern Coalfields Limited filed is present. The case is fixed for appearance of the workman, Durgadas Karmakar and for evidence of Workman Witness.

3. Record reveals that Shri S. K. Pandey, General Secretary, Colliery Mazdoor Congress had been representing the workman but he has not appeared to take any step. The workman is unrepresented on consecutive dates.

4. The order of reference dated 07.07.1999 was directed to this Tribunal for adjudicating an industrial dispute as to whether the action of the Management of Jhanjra Area of M/s. Eastern Coalfields Limited in dismissing Durgadas Karmakar, Security Guard is legal and justified? If not, to what relief is the workman entitled?

5. After registration of this Reference case written statement have been filed by both parties. Subsequently no evidence has been adduced by the workman and remained unrepresented. Considering such long absence of the workman, it is presumed that he is disinclined to proceed further with this case. Accordingly, the case is disposed in the form of **No dispute Award**.

Hence,

ORDERED

That a No Dispute Award be drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 24 फरवरी, 2023

का.आ. 304.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 14/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20.02.2023 को प्राप्त हुआ था।

[सं. एल-22012/4/2010-आईआर (सी.एम-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 24th February, 2023

S.O. 304.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2010) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 20/02/2023

[No. L-22012/4/2010 – IR (CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,
ASANSOL**

Present: Shri ANANDA KUMAR MUKHERJEE, Presiding Officer

C.G.I.T-cum-L.C., Asansol

REFERENCE CASE No. 14 OF 2010

PARTIES: Tufani Harijan

Vs.

Nakrakonda Colliery, Bankola Area of M/s. ECL

REPRESENTATIVES:

For the Union/Workman: Shri S. K. Pandey, General Secretary, Colliery Mazdoor Congress.

For the Management: Mr. P. K. Goswami, learned advocate.

INDUSTRY: Coal.

STATE: West Bengal.

DATED: 06.02.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order No. **L-22012/4/2010-IR(CM-II)** dated 29.03.2010 has been pleased to refer the following dispute between the employer, that is the Management Nakrakonda Colliery under Bankola Area of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the Management of Nakrakonda Colliery of Bankola Area of M/s. ECL in dismissing Sri Tufani Harijan w.e.f. 10.03.2008 is legal and justified? To what relief is the workman concerned entitled? ”

1. After receiving Order **L-22012/4/2010-IR(CM-II)** dated 29.03.2010 of the aforesaid Reference framed by the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 14 of 2010** was registered on 16.04.2010. Notices were issued to the Agent, Nakrakonda Colliery, Bankola Area of M/s. Eastern Coalfields Limited and the Joint Secretary, Colliery Mazdoor Congress (Affiliated to HMS), representing the workman, directing them to appear and file their written statements along with relevant documents and list of witnesses in support of their respective claims.

2. Mr. P. K. Goswami, learned advocate appeared for the Management on 11.05.2010 and Shri S. K. Pandey, General Secretary, Colliery Mazdoor Congress appeared on 27.06.2012 and filed written statement for the workman. Management filed their written statement on 12.08.2015. Dismissed workman Tufani Harijan filed his Affidavit-in-chief and was cross-examined on 14.01.2016. Opportunity was given to the Management to adduce evidence in this case and after long laps of time the Management of M/s. Eastern Coalfields Limited (hereinafter referred as M/s. ECL) filed Affidavit-in-chief of Mr. Anuj Lakra, Deputy Manager (Personnel), Nakrakonda Kumardihi B Colliery under Bankola Area of M/s. ECL and also produced some documents on behalf of the Management which has been marked as Exhibit M-1 to Exhibit M-5.

3. In his Affidavit-in-chief workman has stated that he was an employee of M/s. ECL and was posted at Nakrakonda Colliery at Bankola Area of M/s. ECL. Due to suffering from Typhoid and fever from 15.03.2007 he underwent medical treatment under Bankola Area Hospital of M/s. ECL and the matter of his illness was informed to the Employer through co-worker. After he was declared fit, he reported to his place of work for resumption of duty but was not allowed to join. The Employer company of M/s. ECL issued a Charge Sheet against him bearing no. NKR/AGT/PER/07/193 dated 08.06.2007 for his alleged unauthorized absence from duty w.e.f. 15.03.2007. According to the workman he was not served with any copy of Charge Sheet, Notice of enquiry or any second Show Cause Notice before such a harsh step was taken against him. The Enquiry Officer ignored the fact that the absence of the workman from duty for three (3) months was beyond his control, and found him guilty on the ground of unauthorized absence. The workman contended that in his thirty-seven (37) years of employment no Enquiry Proceeding was held against him on earlier occasion as such the order of dismissal passed against him by the General Manager of Bankola Area of M/s. ECL vide Order no. BA/PD/DIS/643 dated 10.03.2008 is unjustified and illegal. In his written statement the workman prayed for setting aside the order of dismissal.

4. The counter case of Management of Nakrakonda Colliery of M/s. ECL, as disclosed in their written statement is that, Tufani Harijan was a habitual absentee as a result he was Chargesheeted. Notice of enquiry were sent to him on four occasions at his home address at Vill: Parita, Po: Masda, Dist: Gajipur (UP) but he did not participate in the enquiry. The Enquiry Officer conducted the enquiry ex-parte and submitted his report. After perusal of the report of the Enquiry Officer, the General Manager of Bankola Area of M/s. ECL issued a second Show Cause Notice dated 14.01.2008 to Tufani Harijan. No reply was submitted in response to the second Show Cause Notice and eventually an order of dismissal was passed against the guilty workman.

5. It would be pertinent at this stage to consider the evidence on record to find out if the Order of Dismissal passed against the workman is legal and justified.

6. It is apparent from the Affidavit-in-chief of the workman is that he was absent from his duty from 15.03.2007. Though he stated that he was suffering from Typhoid and Fever w.e.f. 15.03.2007 and underwent treatment at Bankola Area Hospital of M/s. ECL, the workman did not state for what length of time he had been under medical treatment. The workman neither produced medical documents in connection with his alleged medical treatment since 15.03.2007 nor did he produced any certificate issued by the Medical Officer at Bankola Area Hospital of M/s. ECL, declaring him fit for resumption of duty. It is also clear that no other witness nor any co-worker has been examined by Tufani Harijan in support of his contention that he intimated the Management of M/s. ECL regarding his prolonged illness. Though the workman in course of his evidence

stated that he was not served with Charge Sheet, Notice of enquiry or second Show cause notice. He has quoted number of Charge Sheet dated 08.06.2007 in his written statement. During cross-examination the Workman Witness -1 stated that he will not summon the doctor who treated him. It is undisputed that the workman did not participate in the Enquiry Proceeding. Therefore, he had no occasion of filing any medical document relating to his treatment before the Enquiry Officer. When he was given opportunity to file the same before this Tribunal, he did not produce any document relating to his illness. Bearing this evidence in mind I have no hesitation to hold that the workman failed to adduce any cogent evidence that due to illness he was unable to attend his duty.

7. Mr. Anuj Lakra (MW-1) has produced the copy of Charge Sheet dated 07/08.06.2007 as Exhibit M-1, Four Notices of enquiry as Exhibit M-2 series all addressed to Tufani Harijan, Report of Domestic Enquiry as Exhibit M-3 prepared by Mr. J. Mukherjee, Enquiry Officer who was a Senior Personnel Officer at Nakrakonda Colliery of M/s. ECL, a second Show cause notice issued by the General Manager dated 14.01.2008 as Exhibit M-4, and a copy of letter communicating termination of the workman issued by the General Manager of Bankola Area as Exhibit M-5. The Charge Sheet clearly states that the concerned workman had absented since 15.03.2007 without any sanctioned leave or prior permission. Such absence amounted to misconduct as per provisions of the Certified Standing Order. After notice was sent to the workman on four occasions informing about the date fixed for enquiry, the workman did not turn up and finally the enquiry commenced on 18.08.2007. The workman still did not turn up after passage of five months from Charge Sheet. The Management representative produced witnesses who made their statements. Mr. P. K. Dutta, Timekeeper examined as witness no. 1 and Mr. B. J. Gein, Leave Records Clerk was examined as witness no. 2. Tufani Harijan did not appear. On the basis of the materials placed before the Enquiry Officer arrived at a finding that the charge levelled against the workman had been established. The workman has remained absent from duty unauthorizedly and without valid cause. It was also observed that due to such absence the Colliery and Company has suffered immense loss. The charge has been proved beyond reasonable doubt. On the basis of the report of the Enquiry Officer the General Manager issued a second Show cause notice dated 14.01.2008 addressed to the workman, forwarding therewith a copy of Enquiry Proceeding and findings of the Enquiry Officer. He was directed to submit his objection, if any, against the finding within three days from receipt of the letter. The workman failed to respond to the notice and ultimately by letter dated 10.03.2008 (Ext. M-5) the General Manager after considering the entire merit of the case and the gravity of charge established against the workman terminated him from employment with immediate effect.

8. From the material on record I find that there are no extenuating circumstances in favour of workman due to which the findings against him can be set aside. The workman had remained absent for a long period without intimating the competent authority in any manner. There appears to be absolute lack of accountability on the part of the workman. I find that Management of M/s. ECL had taken pain in issuing four Notices of enquiry and also second Show Cause Notice but the workman did not respond. Even in course of considering the merit of the industrial dispute the workman was unable to satisfy his claims of being under medical treatment.

9. In view of the aforesaid facts and circumstances I hold that the dismissal of Tufani Harijan by the Management of Nakrakonda Colliery of M/s. ECL suffers from no illegality. The same appears to be justified. The Reference case is accordingly decided against the workman.

Hence,

ORDERED

that the industrial dispute is decided against the workman, Tufani Harijan. He is not entitled to any relief in this case. An award be drawn up in light of the above finding. Let copies of the Award in duplicate be communicated to the Ministry of Labour and Employment, Government of India for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 27 फरवरी, 2023

का.आ. 305.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट

औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 58/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.02.2023 को प्राप्त हुआ था।

[सं. एल-22012/267/2005-आईआर (सी.एम-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 27th February, 2023

S.O. 305.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 58/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 24/02/2023

[No. L-22012/267/2005 – IR (CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

Present: Shri ANANDA KUMAR MUKHERJEE, Presiding Officer,
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 58 OF 2006

PARTIES: Shankar Bhuia

Vs.

Management of New Kenda Colliery of M/s. ECL

REPRESENTATIVES:

For the Union/Workman: Shri S. K. Pandey, General Secretary, Colliery Mazdoor Congress.

For the Management: Mr. P. K. Das, learned advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 10.02.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/267/2005-IR(CM-II)** dated 22.08.2006 has been pleased to refer the following dispute between the employer, that is the Management of New Kenda Colliery under Kenda Area of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of New Kenda Colliery under Kenda Area of M/s. Eastern Coalfields Limited in dismissing Mr. Shankar Bhuia, U.G. Loader, U.M. No. 508535 w.e.f. 5.3.2003 is legal and justified? If not, what relief is the workman entitled? ”

1. On receiving Order No. L-22012/267/2005-IR(CM-II) dated 22.08.2006 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 58 of 2006** was registered on 18.09.2006 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. The case is fixed up today for evidence of Management Witness. Mr. P. K. Das, learned advocate for the Management of M/s. Eastern Coalfields Limited submitted that Mr. Guru Charan, Senior Officer (Personnel), New Kenda Colliery under Kenda Area of M/s. Eastern Coalfields Limited has filed Affidavit-in-chief but the witness could not turn up today.

3. The record reveals that no step has been taken on behalf of the workman for the third consecutive date. Shri S. K. Pandey, General Secretary, Colliery Mazdoor Congress was notified, directing him to appear and take proper step for evidence of Workman Witness. Notice was issued on 29.09.2022 under registered post but the workman remained unrepresented.

4. On a perusal the record it appears that the Industrial Dispute between the parties referred for adjudication is whether the action of the Management of New Kenda Colliery under Kenda Area of M/s. Eastern Coalfields Limited in dismissing Mr. Shankar Bhuia, U.G. Loader, U.M. No. 508535 w.e.f. 5.3.2003 is legal and justified? If not, what relief is the workman entitled?

5. The workman does not appear to be interested in pursuing this case any further and the workman representative is also not diligent in his representation. Accordingly, the Reference is disposed of in the form of **No Dispute Award**.

Hence,

ORDERED

that a **No Dispute Award** be drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 27 फरवरी, 2023

का.आ. 306.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 35/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.02.2023 को प्राप्त हुआ था।

[सं. एल-22012/115/2012-आईआर (सी.एम-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 27th February, 2023

S.O. 306.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 35/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 24/02/2023

[No. L-22012/115/2012 -IR (CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,
ASANSOL**

Present: Shri ANANDA KUMAR MUKHERJEE, Presiding Officer
C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE No. 35 of 2012

PARTIES: Lachman Nuniya

Vs.

Management of Bhanora Colliery of M/s. ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress, Union.

For the Management: Mr. P. K. Das, learned advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 06.02.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/115/2012-IR(CM-II)** dated 26.09.2012 has been pleased to refer the following dispute between the employer, that is the Management of Bhanora Colliery under Satgram Area of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of Bhanora Colliery is proper, fair and justified not to give increment to Sri Lachman Nuniya, Driver from 1990 to 1994. What relief Management can provide? ”

1. On receiving Order **No. L-22012/115/2012-IR(CM-II)** dated 26.09.2012 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 35 of 2012** was registered on 18.10.2012 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. Mr. P. K. Das, learned advocate for Bhanora Colliery of M/s. Eastern Coalfields Limited has filed a Memorandum of Settlement in Form ‘H’ dated 06.02.2023. Mr. Apurba Biswas, Manager (Personnel), Bhanora-Girmint Group of Mines, Sripur Area of M/s. Eastern Coalfields Limited appeared in person. Mr. Rakesh Kumar, President, Koyala Mazdoor Congress, representing the workman submitted that the workman has agreed to the settlement on the basis of calculation of dues made on 04.12.2022. Considered the submission. It appears to me that Industrial Dispute referred for adjudication has been resolved. Let the case be disposed of in favour of the workman, Lachman Nuniya in terms of Memorandum of Settlement in Form ‘H’ dated 06.02.2023. Let the Memorandum of Settlement in three (3) pages be treated as a part of the Award. The Reference case is disposed of.

Hence,

ORDERED

that the Reference case is disposed of in favour of the workman. An Award be passed treating the Memorandum of Settlement in three pages as a part of the Award. Let copies of the Award in duplicate be sent to the Ministry of Labour, Govt. of India, New Delhi for information and necessary action.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 27 फरवरी, 2023

का.आ. 307.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 15/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31.01.2023 को प्राप्त हुआ था।

[सं. एल-22011/35/2017-आई आर (सी.एम-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 27th February, 2023

S.O. 307.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2018) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 31/01/2023

[No. L-22011/35/2017- IR (CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT KANPUR

Present: SOMA SHEKHAR JENA HJS (Retd.)

I.D. No. 15 of 2018

L-22011/35/2017-IR(CM-II) dated 29.01.2018

BETWEEN

Sri Umesh Mandal S/o Sri Ganga Thakur
R/o-Vill- Khadka Telwa, P.O. Nauhatta,
Distt- Saharsa, Bihar-

AND

1. The Area Manager,
Food Corporation of India,
District Officer, Golcha Compound, Haldwani
2. The General Manager (Region)
Food Corporation of India, Regional Office,
At-2nd floor, APS Oberai Tower, Byepas Rd,
Near Kargi Chowk, Dehradun-

AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Government of India, Ministry of Labour in letter No. L-22011/35/2017- IR(CM-II) dated 29.01.2018

SCHEDULE

1.“Whether the management of FCI is justified in terminating the service of Sri Umesh Mandal without following the provisions of law? If not what specific relief and benefit should be given by the FCI management or to reinstate the workman with specific benefits?”

On receipt of notification, notices were issued to both the parties on 20th February 2018 fixing 13.04.2018 for filing of statement of claim. Authorized Representative of the claimant workman filed statement of claim on 26.09.2018 after several opportunities were provided. On 18.09.2019 O.P management filed the written statement and case is fixed for filing of rejoinder by the claimant workman. Afterwards several dates were fixed for filing of rejoinder by claimant workman but when failed case was fixed for filing of evidence of parties and finally for arguments.

On perusal of the record it is found that though several dates were fixed for filing rejoinder, evidence and finally arguments. None appeared on behalf of the claimant workman before this Tribunal. Despite ample opportunities to the claimant workman for submitting rejoinder, evidence and argument ; the claimant workman failed to present the case before the Tribunal. On 22.12.2022 the case was reserved for final award for non-appearance of the claimant workman.

From the aforesaid circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of ‘NIL’ award.

Parties are left to bear their respective costs.

Date: 19.01.2023

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 27 फरवरी, 2023

का.आ. 308.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 22/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.02.2023 को प्राप्त हुआ था।

[सं. एल-22011/30/2017-आई आर (सी.एम-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 27th February, 2023

S.O. 308.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 22/2018) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 08/08/2023

[No. L-22011/30/2017- IR (CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

**BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT KANPUR**

Present: SOMA SHEKHAR JENA HJS (Retd.)

I.D. No. 22 of 2018

L-22011/30/2017-IR(CM-II) dated 30.01.2018**BETWEEN**

Sri Awadhesh Prasad S/o Sri Jagdish Sharma
R/o-Vill-East of Loco Shed,
PO- Kayasth Tola, Ward No. 28, Distt- Saharsa,
Bihar

AND

1. The Area Manager,
Food Corporation of India,
District Officer, Golcha Compound, Haldwani
2. The General Manager (Region)
Food Corporation of India, Regional Office,
At-2nd floor, APS Oberai Tower, Byepas Rd,
Near Kargi Chowk, Dehradun-

AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Government of India, Ministry of Labour in letter No. L-22011/30/2017- IR(CM-II) dated 30.01.2018

SCHEDULE

1. **“Whether the management of FCI is justified in terminating the services of Sri Awadhesh Prasad Handling Labour w.e.f. 18.09.2012 without following the provisions of law? If not what specific relief and benefit should be given by the FCI management or to reinstate the workman with specific benefits?”**

On receipt of notification, notices were issued to both the parties on 22th February 2018 fixing 27.04.2018 for filing of statement of claim. Authorized Representative of the claimant workman filed statement of claim on 31.05.2019. On 18.09.2019 O.P management filed the written statement and case was fixed for filing of rejoinder by the claimant workman. Afterwards several dates were fixed for filing of rejoinder by claimant workman but when he failed case was fixed for filing of evidence of parties and finally for arguments.

On perusal of the record it is found that though several dates were fixed for filing rejoinder, evidence and finally arguments none appeared on behalf of the claimant workman before this Tribunal. Despite ample opportunities to the claimant workman for submitting rejoinder, evidence and argument ; the claimant workman failed to present the case before the Tribunal. On 22.12.2022 the case was reserved for final award for non-appearance of the claimant workman.

From the aforesaid circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of ‘NIL’ award.

Parties are left to bear their respective costs.

Date: 20.01.2023

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 27 फरवरी, 2023

का.आ. 309.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 16/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.02.2023 को प्राप्त हुआ था।

[सं. एल-22011/33/2017-आई आर (सी.एम-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 27th February, 2023

S.O. 309.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 16/2018) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the Management of Food Corporation of India and their workmen, received by the Central Government on 8/02/2023

[No. L-22011/33/2017– IR (CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE SHRI SOMA SHEKHAR JENA, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT KANPUR

Present: SOMA SHEKHAR JENA HJS (Retd.)

I.D. No. 16 of 2018

L-22011/33/2017-IR(CM-II) dated 29.01.2018

BETWEEN

Sri Subodh Bihari
S/o Sri Kaleshwar Paswan
R/o-Vill. Masaudhi Diha,
Thana & P.O-Masaudhi,
Distt- Patna, Bihar.

AND

1. The Area Manager,
Food Corporation of India,
District Officer, Golcha Compound, Haldwani
2. The General Manager (Region)
Food Corporation of India, Regional Office,
At-2nd floor, APS Oberai Tower, Byepas Rd,
Near Kargi Chowk, Dehradun-

AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Government of India, Ministry of Labour in letter No. L-22011/33/2017- IR(CM-II) dated 29.01.2018

SCHEDULE

1. **“Whether the management of FCI is justified in terminating the services of Sri Subodh Bihari without following the provisions of law? If not what specific relief and benefit should be given by the FCI management or to reinstate the workman with specific benefits?”**

On receipt of notification, notices were issued to both the parties on 20th February 2018 fixing 13.04.2018 for filing of statement of claim. Authorized Representative of the claimant workman filed statement of claim on 04.07.2019. On 18.09.2019 O.P management filed the written statement and case was fixed for filing of rejoinder by the claimant workman. Afterwards several dates were fixed for filing of rejoinder by claimant workman but when he failed case was fixed for filing of evidence of parties and finally for arguments.

On perusal of the record it is found that though several dates were fixed for filing rejoinder, evidence and finally arguments none appeared on behalf of the claimant workman before this Tribunal. Despite ample opportunities to the claimant workman for submitting rejoinder, evidence and argument ; the claimant workman failed to present the case before the Tribunal. On 22.12.2022 the case was reserved for final award for non-appearance of the claimant workman.

From the aforesaid circumstances it is presumable that the claimant workman is not interested in prosecuting the case further before this Tribunal.

Hence in the given circumstances the reference stands disposed of as of 'NIL' award.

Parties are left to bear their respective costs.

Date: 20.01.2023

SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 27 फरवरी, 2023

का.आ. 310.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 19/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24.02.2023 को प्राप्त हुआ था।

[सं. एल-22012/112/2005-आईआर (सी.एम-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 27th February, 2023

S.O. 310.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 19/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 24/02/2023

[No. L-22012/112/2005 – IR (CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,

ASANSOL

Present: Shri ANANDA KUMAR MUKHERJEE, Presiding Officer

C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE No. 19 OF 2006

PARTIES: Budhan Majhi.

Vs.

Management of Dhemomain Colliery of M/s. ECL.

REPRESENTATIVES:

For the Union/Workman: Shri S. K. Pandey, General Secretary, Colliery Mazdoor Congress.

For the Management: Mr. P. K. Goswami, learned advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 07.02.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order No. L-22012/112/2005-IR(CM-II) dated 11.07.2006 has been pleased to refer the following dispute between the employer, that is the Management of Dhemomain Colliery of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Dhemomain Colliery under M/s. Eastern Coalfields Limited in dismissing Sh. Budhan Majhi, Trammer is legal and justified?

If not, to what relief the individual is entitled to? ”

1. On receiving Order No. L-22012/112/2005-IR(CM-II) dated 11.07.2006 from the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 19 of 2006** was registered on 09.08.2006 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. The case is fixed up today for evidence of Management Witness. Mr. P. K. Das, learned advocate who usually represents M/s. Eastern Coalfields Limited submitted that Management Witness is ready for his examination. The workman, Budhan Majhi is found absent on call. Mr. S. K. Pandey, union representative is not found available. It is strange to find that though the General Secretary, Colliery Mazdoor Congress was directed to come ready on prior occasion, he has not complied.

3. This Industrial Dispute was referred for adjudicating, “whether the action of the management of Dhemomain Colliery under M/s. Eastern Coalfields Limited in dismissing Sh. Budhan Majhi, Trammer is legal and justified? If not, to what relief the individual is entitled to?”

4. The workman has adduced evidence in this case and stated that he was absent from duty from 19.10.1996 to 01.05.1997 due to illness. Subsequently he was not allowed to join his duty and was chargesheeted. He alleged that opportunity was not given to him to defend his case and Principle of Natural Justice was denied. He further claimed that no second Show Case Notice was issued to him and his dismissal was illegal. In course of cross-examination, the witness failed to produce any document of illness. Prime facie it appears that the workman could not establish any ground for absence from duty for such a long period.

5. The Management Witness could have adduced evidence in support of dismissal but the workman is not diligent in conducting the case before the Tribunal. Under such circumstance, the Reference case is dismissed in the form of **No Dispute Award**.

Hence,

ORDERED

that a **No Dispute Award** be drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 28 फरवरी, 2023

का.आ. 311.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स इम्प्रेशन सर्विस प्रा. लिमिटेड, कीर्ति नगर, औद्योगिक क्षेत्र, नई दिल्ली, के प्रबंधन के संबंध में नियोजकों और श्री बृजमोहन थपलियाल, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-1 नई दिल्ली के पंचाट (संदर्भ सं. 49/2020) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 24.02.2023 को प्राप्त हुआ था।

[सं. एल-42011/29/2020-आई आर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 28th February, 2023

S.O. 311.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 49/2020) of the Central Government Industrial Tribunal cum Labour Court - I New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Impression Service Pvt. Ltd., Kirti Nagar, Industrial Area, New Delhi, and Shri Brij Mohan Thapliyal, Worker, which was received along with soft copy of the award by the Central Government on 24.02.2023.

[No. L-42011/29/2020-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT DELHI - 1
ROOM NO.207, ROUSE AVENUE COURT COMPLEX,
NEW DELHI.

Present : Justice VIKAS KUNVAR SRIVASTAVA (Retd.) Presiding officer
CGIT, Delhi-1

ID No. 49/2020

Shri Brij Mohan Thapliyal
S/o Lt. Sh. Suresha Nand,
R/o H.No.D-45 Gali No.14, Pusta Road,
West Karawal Nagar
Delhi-110094.

...Claimant

Versus

The Management of M/s Impression Service Pvt. Ltd.,
Registered Office at WZ-8/7, K(FF) Kirti Nagar,
Industrial Area New Delhi,
New Delhi-110015.

...Management

None for the claimant
Sh. Saurav Sharma, A/R for the management

AWARD

In the present case, a reference was received from the appropriate Government vide letter No.L-42011/29/2020-IR(DU) dated 17.07.2020 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether the action of the management of M/s Impression Service Pvt. Ltd. in terminating the services of Sh.Brij Mohan Thapliyal w.e.f. 16.11.2017 as raised through New Delhi General Mazdoor Union, vide letter dated 12.12.2017 is just, fair and legal? If not, what relief the workman concerned is entitled to and from which date? What other directions, if any, are necessary in the matter ?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption

lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

Date: 09.02.2023

नई दिल्ली, 28 फरवरी, 2023

का.आ. 312.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, मिराज जासूस और सुरक्षा सेवा प्रा. लिमिटेड, कम्युनिटी सेंटर नारायण इंडस्ट्रियल, एरिया फेज-1, नई दिल्ली, के प्रबंधन के संबंध में नियोजकों और महासचिव, हिंदुस्तान इंजीनियरिंग एंड जनरल मजदूर यूनियन, सुल्तानपुर, दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली के पंचाट (संदर्भ सं. 33/2021) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 24.02.2023 को प्राप्त हुआ था।

[सं. एल-42011/66/2020-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 28th February, 2023

S.O. 312.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 33/2021) of the Central Government Industrial Tribunal cum Labour Court - I New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Director, Miraz Detective and Security Service Pvt. Ltd., Community Centre Narain Industrial, Area Phase-I, New Delhi, and The General Secretary, Hindustan Engineering & General Mazdoor Union, Sultanpur, Delhi, which was received along with soft copy of the award by the Central Government on 24.02.2023.

[No. L-42011/66/2020-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT DELHI -1
ROOM NO.207, ROUSE AVENUE COURT COMPLEX, NEW DELHI.**

Present : Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding officer

CGIT, Delhi-I

ID No. 33/2021

The General Secretary,
Hindustan Engineering &
General Mazdoor Union,
D-2/24, Sultanpur,
Delhi-110030.

... Claimant

Versus

The Director,
Miraz Detective and Security Service Pvt. Ltd.,

3rd Floor, 42, Community Centre Narain Industrial,
Area Phase-I, New Delhi-110028.

...Management

None for the claimant
None for the management

AWARD

In the present case, a reference was received from the appropriate Government vide letter No.L-42011/66/2020-IR(DU) dated 08.09.2020 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether the action of the management of M/s Miraz Detective and Security Services Pvt. Ltd. (Contractor of Miranda House College, University of Delhi) in terminating the services of the workmen Sh. Ram Rang S/o Sh. Parasnath w.e.f. 09.07.2018 is just, fair and legal? If not, what relief the workman concerned is entitled to and from which date? What other directions, if any, are necessary in the matter ?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a ‘No Dispute/Claim’ award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

JUSTICE VIKAS KUNVAR SRIVASTAVA, (Retd.) Presiding Officer

Date: 09.02.2023

नई दिल्ली, 28 फरवरी, 2023

का.आ. 313.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स दिल्ली मेट्रो रेल कॉर्पोरेशन, मेट्रो भवन, फायर ब्रिगेड लैंड, बाराखंबा रोड, नई दिल्ली; एम/एस जे कुमार इंफ्रा प्रोजेक्ट्स लिमिटेड, सराय काले खां, दिल्ली, के प्रबंधन के संबंध में नियोजकों और श्री परशुराम व 20 अन्य, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-1 नई दिल्ली के पंचाट (संदर्भ सं. 27/2021) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 24.02.2023 को प्राप्त हुआ था।

[सं. एल-42011/117/2020-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 28th February, 2023

S.O. 313.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 27/2021) of the Central Government Industrial Tribunal cum

Labour Court - I New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to M/s Delhi Metro Rail Corporation, Metro Bhawan, Fire Brigade Land, Barakhamba Road, New Delhi ; M/s J. Kumar Infra Projects Ltd., Sarai Kale Khan, Delhi, and Shri Parsuram and 20 others, Worker, which was received along with soft copy of the award by the Central Government on 24.02.2023.

[No. L-42011/117/2020-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT DELHI - 1 ROOM NO. 207, ROUSE AVENUE COURT COMPLEX, NEW DELHI.

Present : Justice VIKAS KUNVAR SRIVASTAVA (Retd.) Presiding officer,
CGIT, Delhi-1

ID No. 27/2021

Shri Parsuram and 20 others
Rept. By Y.B.Singh and Sh.Puneet Tyagi,
(Regd. 1027) 8/440, Trilokpuri,
Delhi-110091.

... Claimant

Versus

1. M/s Delhi Metro Rail Corporation,
Metro Bhawan, Fire Brigade Land,
Barakhamba Road, New Delhi-110001.
2. M/s J.Kumar Infra Projects Ltd.,
Sarai Kale Khan, Delhi-110013.

Management...

None for the claimant
Shri Nitesh Sharma, AR for the management

AWARD

In the present case, a reference was received from the appropriate Government vide letter No.42011/117/2020-IR(DU) dated 06.11.2020 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Act, for adjudication of a dispute, terms of which are as under:

SCHEDULE

“Whether the termination of services of the workers (list attached) by the management of M/s J.Kumar Infraprojects Ltd. (contractor) under M/s Delhi Metro Rail Corporation, New Delhi as raised by U.P.L.F. is proper, legal and justified? If not, to what reliefs the disputants are entitled and what directions, if any, are necessary in this regard?”

2. In the reference order, the appropriate Government commanded the parties raising the dispute to file statement of claim, complete with relevant documents, list of reliance and witnesses with this Tribunal within 15 days of receipt of the reference order and to forward a copy of such statement of claim to the opposite parties involved in the dispute. Despite directions so given, Claimant union opted not to file the claim statement with the Tribunal.

3. On receipt of the above reference, notice was sent to the workman as well as the managements. Neither the postal article sent to the claimant, referred above, was received back nor was it observed by the Tribunal that postal services remained unserved in the period, referred above. Therefore, every presumption lies in favour of the fact that the above notice was served upon the claimant. Despite service of the notice, claimant opted to abstain away from the proceedings. No claim statement was filed on his behalf. Thus, it is clear that the workman is not interested in adjudication of the reference on merits.

4. Since the workman has neither put in his appearance nor he led any evidence so as to prove his cause against the management, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim' award. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer

Date: 07.02.2023

नई दिल्ली, 28 फरवरी, 2023

का.आ. 314.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबद्ध नियोजको और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 08/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.02.2023 को प्राप्त हुआ था।

[सं. एल-22012/55/2009-आई आर (सी.एम-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 28th February, 2023

S.O. 314.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 08/2010) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 28/02/2023

[No. L-22012/55/2009 – IR (CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

Present: Shri ANANDA KUMAR MUKHERJEE, Presiding Officer

C.G.I.T-cum-L.C., Asansol

REFERENCE CASE No. 08 of 2010

PARTIES: Gaya Prasad Harijan

Vs.

Management of 1 & 2 Incline, Jhanjra Area of M/s. ECL

REPRESENTATIVES:

For the Union/Workman: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.

For the Management: Mr. P. K. Goswami, learned advocate.

INDUSTRY: Coal.

STATE: West Bengal.

DATED: 16.02.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order No. L-22012/55/2009-IR(CM-II) dated 21.01.2010 has been pleased to refer the following dispute between the employer, that is the Management of 1 and 2 Incline, Jhanjra Area of M/s. Eastern Coalfields Limited and their workman for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management in imposing penalty of stoppage of 3 increments on Shri Gaya Prasad Harijan is legal and justified? To what relief the workman concerned entitled for? ”

1. After receiving Order **L-22012/55/2009-IR(CM-II)** dated 21.01.2010 of the aforesaid Reference framed by the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 08 of 2010** was registered on 11.02.2010, and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. The Reference case was fixed on 20.01.2023 for hearing of argument. The fact of the case in brief is that Gaya Prasad Harijan, a Face Crew bearing U.M. No. 693712 is a permanent employee of 1 and 2 Incline at Jhanjra Area of M/s. Eastern Coalfields Limited (hereinafter referred as M/s. ECL). He was absent from duty w.e.f. 17.03.2004 for which he was issued Charge Sheet bearing no. 298 dated 30.04.2004 and the Management of Jhanjra Area of M/s. ECL initiated a Domestic Enquiry against the workman for his unauthorised absence on a charge of violation of clause 26.23 and 26.29 of the Certified Standing Order applicable to the Company which relates to absence from duty beyond ten (10) days without sanction of leave or sufficient cause or overstaying beyond sanctioned leave without valid reason, and habitual low attendance or absence from duty without sufficient cause.

3. The workman participated in the Domestic Enquiry. His defence was that due to illness he was unable to attend his duty, but he was compelled to sit idle from 30.03.2004 till 03.03.2005 i.e. eleven (11) months without wages and after finding him guilty of the charge the Management stopped three (3) increments in his pay, thereby subjected him two punishments which is illegal and unjustified. According to the workman if he was allowed to resume his duty at the time of issuance of the Charge Sheet, he would not have to sit idle for eleven (11) months without wages. It has been contended that the workman should get the benefit of increments deducted along with wages paid for the period he was prevented from attending duty and all other consequential benefits.

4. The Management of M/s. ECL in their written statement contended inter alia that the instant Industrial Dispute raised by the workman is bad in law, that the concerned workman has no locus standi to raise the dispute through the union of which he is not a member and that Gaya Prasad Harijan being a habitual absentee was warned five times on earlier occasions from September, 1998 to July, 1999 and on the sixth occasion he was found guilty and his three annual increments were stopped. It is urged that the above misconduct of the employee, a habitual absentee the action taken by the Management is just, fair and appropriate and the workman is not entitled to any relief.

5. In support of his case the workman filed an affidavit-in-chief and was cross-examined on behalf of the Management. In his affidavit-in-chief the workman has stated that he could not attend his duty from 17.03.2004 to 30.03.2004 due to his illness. When he went to report for duty he was not allowed to join and the Management issued Charge Sheet against him alleging unauthorised absence. The Enquiry Proceeding took eleven months for its completion and the Management did not allow him to join his duty. It is further averred that the punishment imposed against him was disproportionate to his alleged fault of absence for thirteen days. The case of the Management was supported by the evidence of Mr. Alaric Oneal Lyndem, Deputy Manager (Personnel) of Jhanjra 1 and 2 Colliery of M/s. ECL (Management Witness -1) who deposed that the Management conducted a Departmental Enquiry and the workman was found guilty by the Enquiry Officer who submitted his report. The Management of the company thereafter imposed punishment by stoppage of three annual increments. In course of cross-examination Management Witness -1 produced a copy of the Charge Sheet (Exhibit M-I), a copy of the Notice of Enquiry addressed to Gaya Prasad Harijan asking him to participate in the enquiry (Exhibit M-II), photocopy of the Enquiry Proceeding in two sheet (Exhibit M-III), a copy of the Enquiry Report submitted by the Enquiry Officer (Exhibit M-IV), and a copy of the Order of Punishment (Exhibit M-V). In course of cross-examination the witness stated that the person concerned was absent on seven earlier occasions for which he was warned on six occasions and on one occasion three increments of the workman was stopped. At the time of enquiry, the workman submitted a Medical Certificate dated 12.11.2004 issued by a private Medical Practitioner i.e. three days prior to holding of the enquiry dated 15.11.2004.

6. Mr. P. K. Goswami, learned advocate for the Management of M/s. ECL argued that the workman is a habitual absentee and remained absent from 17.03.2004 to 30.05.2004 for which Charge Sheet was issued against him. Previously he had been warned on six occasions and three annual increments of pay were stopped in the year 1996. The workman participated in the enquiry and claimed that he was absent from his duty due to

his illness and produced a Sick Certificate from Dr. U. S. Banerjee, Asansol, a private Medical Practitioner. The Enquiry Report revealed that during cross-examination the workman did not send any information regarding his illness and he did not produce any treatment paper to prove the genuinity of the Sick Certificate of the private Medical Practitioner. Learned advocate for M/s. ECL submitted that due to such continuous disruption of duty by unauthorised absence the workman had been found guilty of the charge and he was allowed to join duty with stoppage of three annual increments. It is argued that the punishment is not disproportionate to his guilt.

7. Mr. Rakesh Kumar, Union representative argued that the workman was suffering from illness and two punishments have been imposed against him for a single offence. It is urged that stoppage of three annual increment with cumulative effect is liable to be set aside and the workman should be paid his legitimate dues.

8. I have considered the rival contentions in the light of evidence on record. The workman in his affidavit-in-chief disclosed that he was absent only from 17.03.2004 till 30.03.2004 for which Charge Sheet was issued against him. On a perusal of the Medical Certificate issued by Dr. U. S. Banerjee in favour of Gaya Prasad Harijan (Exhibit M-VI) it appears that he was allegedly suffering from Hepatitis and was under his treatment from 17.03.2004 to 12.11.2004 and had been advised to take bed rest until he recovered. The workman was declared fit for duty on 13.11.2004. It is therefore evident from this document that the statement made by the workman in para – five (5) of his affidavit-in-chief is incorrect and false. It would not have been possible for the workman to report for his duty on 30.03.2004 if the content of this Certificate is treated to be genuine and correct. The workman could not produce any other document in support of Medical Certificate nor did he examine the doctor. The Enquiry Proceeding also reveals that he is a habitual absentee and the Charge Sheet issued against him (Exhibit M-I) has clearly disclosed the seven instances where he had been warned for his absence along with stoppage of three annual increments.

9. In view of the aforesaid facts I am not inclined to interfere with the findings of the Enquiry Officer that the charge against Gaya Prasad Harijan regarding violation of clause 26.23 and 26.29 of the Certified Standing Order has been substantiated against him.

10. In as much for the quantum of punishment is concerned it appears to me that the workman was permitted to join his duty and his three annual increments were stopped by letter dated 30.01.2005 (Exhibit M-V). No formal order of suspension was issued against the workman and he has suffered a financial loss in respect of his monthly wages for eleven months. The workman himself claimed to have been under medical treatment till 12.11.2004. Therefore, the argument advanced for the workman that he was forced to sit idle and was deprived of his pay for that period is unfounded and hence not accepted.

11. In view of the facts and circumstances the punishment is deemed appropriate if one (1) annual increment of the workman is stopped with cumulative effect instead of stopping three (3) annual increments. The period of absence was for nearly one year therefore the workman could not have earned one increment during his absence from duty. The order of the Competent Authority dated 22.01.2005 has not been produced before this Tribunal which may have disclosed the reason of such stoppage of increments. The letter of the Manager, Jhanjra Project of M/s. ECL dated 30.01.2005 communicating the decision of the Competent Authority regarding stoppage of three (3) annual increments of Gaya Prasad Harijan from the date of his resumption in duty is found harsh and disproportionate to the charge established. It appears appropriate if only one (1) annual increment of the derelicting workman is stopped w.e.f. his date of resumption of duty. The Reference case is accordingly disposed of in favour of the workman. An Award is drawn up in favour of the workman in light of the above findings.

Hence,

ORDERED

that the Reference case is disposed in favour of the workman. An Award be drawn up setting aside the order of the Competent Authority dated 22.01.2005 whereby, three (3) annual increments of the workman were stopped. He shall be entitled to receive the arrear of two (2) annual increments w.e.f. the date of his resumption in his duty after conclusion of the impugned Enquiry Proceeding. There shall be stoppage of only one (1) annual increment from the pay of workman. Let copies of the Award in duplicate be communicated to the Ministry of Labour and Employment, Government of India for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 28 फरवरी, 2023

का.आ. 315 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 60/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.02.2023 को प्राप्त हुआ था।

[सं. एल-22012/391/2003-आईआर (सी.एम-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 28th February, 2023

S.O. 315.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 60/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 28/02/2023

[No. L-22012/391/2003-IR (CM-II)]

RAJENDER SIGH, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT, ASANSOL

Present: Shri ANANDA KUMAR MUKHERJEE, Presiding Officer,

C.G.I.T-cum-L.C., Asansol.

REFERENCE CASE NO. 60 OF 2004

PARTIES: R. Mohanti and Seven Others

Vs.

Management of Jambad O.C.P., Kajora Area of M/s. ECL

REPRESENTATIVES:

For the Union/Workmen: Mr. Rakesh Kumar, President, Koyala Mazdoor Congress.

For the Management: Mr. P. K. Das, learned advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated: 10.02.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order **No. L-22012/391/2003-IR(CM-II)** dated 28.10.2004 has been pleased to refer the following dispute between the employer, that is the Management of Jambad O.C.P. under Kajora Area of M/s. Eastern Coalfields Limited and their workmen for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the Management of Jambad O.C.P. under Kajora Area of M/s. Eastern Coalfields Limited in denying regularisation to Sh. R. Mohanti and 7 others as E.P. Helper with retrospective effect and consequential benefits is legal and justified? If not, to what relief the workmen are entitled to? ”

1. On receiving Order No. L-22012/391/2003-IR(CM-II) dated 28.10.2004 from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 60 of 2004** was registered on 08.11.2004 and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. The case was fixed up on 01.02.2023 for producing the workmen witness for their cross-examination. Mr. Rakesh Kumar, Union representative on the third consecutive date failed to produce a single workman out of eight (8) workmen he was representing. Mr. P. K. Das, learned advocate represented the Management of M/s. Eastern Coalfields Limited.

3. It appears to me that the concerned workmen are not eager to proceed due to which they remained absent even after specific direction. The Reference case is accordingly disposed of in the form of **No Dispute Award**.

Hence,

ORDERED

that a **No Dispute Award** be drawn up in respect of the above Reference. Let copies of the Award in duplicate be sent to the Ministry of Labour and Employment, Government of India, New Delhi for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 28 फरवरी, 2023

का.आ. 316.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजको और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण—सह—श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 34/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28.02.2023 को प्राप्त हुआ था।

[सं. एल-22012/82/2018-आईआर (सी.एम-II)]

राजेन्द्र सिंह, अवर सचिव

New Delhi, the 28th February, 2023

S.O. 316.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 34/2018) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial dispute between the Management of E.C.L. and their workmen, received by the Central Government on 28/02/2023

[No. L-22012/82/2018 – IR (CM-II)]

RAJENDER SINGH, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL -CUM- LABOUR COURT,
ASANSOL**

Present: Shri ANANDA KUMAR MUKHERJEE, Presiding Officer
C.G.I.T-cum-L.C., Asansol

REFERENCE CASE No. 34 of 2018

PARTIES: Mr. Bidhan Chandra Ghoshal and Ms. Rinki Kumari
Vs.

Management of Kajora Area of M/s. ECL

REPRESENTATIVES:

For the Union/Workmen: Bidhan Chandra Ghoshal.

For the Management: Mr. P. K. Das, learned advocate.

INDUSTRY: Coal.

STATE: West Bengal.

DATED: 15.02.2023

AWARD

In exercise of powers conferred under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour, vide its Order No. **L-22012/82/2018-IR(CM-II)** dated 05.11.2018 has been pleased to refer the following dispute between the employer, that is the Management of Kajora Area of M/s. Eastern Coalfields Limited and their workmen for adjudication by this Tribunal.

SCHEDULE

“ Whether the action of the Management of M/s. ECL, in spite of regular attendance of Sri Bidhan Chandra Ghoshal and availing tour program at Kolkata, C.L. on 4-06-2014 signed by Sales Manager and Addl. General Manager, allegedly stopping of salary for the period from 13-05-2014 to 03-04-2014 in respect of Sri Bidhan Chandra Ghoshal and Rinki Kumari employees of Kajora Area Office of M/s. ECL is legal and justified? If not, to what relief Sri Bidhan Chandra Ghoshal & Rinki Kumari is entitled? ”

1. After receiving Order **L-22012/82/2018-IR(CM-II)** dated 05.11.2018 of the aforesaid Reference framed by the Government of India, Ministry of Labour, New Delhi for adjudication of the dispute, a **Reference case No. 34 of 2018** was registered on 26.11.2018, and an order was passed issuing notice to the parties through registered post, directing them to appear and submit their written statements along with relevant documents in support of their claims and a list of witnesses. Both parties appeared before the Tribunal through their authorized representatives.

2. Mr. P. K. Das, learned advocate for the Management of Kajora Area of M/s. Eastern Coalfields Limited is present. A written statement has also been filed on behalf of the Management dated 19.03.2019. The record reveals that out of two aggrieved persons Mr. Bidhan Chandra Ghoshal had appeared on 04.02.2019 but discontinued to take steps until Notice was issued afresh. Ms. Rinki Kumari, the co-employee is absent even after second notice.

3. Instant Industrial Dispute has been referred to this Tribunal for adjudicating the question as to “whether the action of the Management of M/s. ECL, in spite of regular attendance of Sri Bidhan Chandra Ghoshal and availing tour program at Kolkata, C.L. on 04-06-2014 signed by Sales Manager and Addl. General Manager, allegedly stopping of salary for the period from 13-05-2014 to 03-04-2014 in respect of Sri Bidhan Chandra Ghoshal and Rinki Kumari employees of Kajora Area Office of M/s. ECL is legal and justified? If not, to what relief Sri Bidhan Chandra Ghoshal & Rinki Kumari is entitled?”

4. In Order dated 25.11.2022 it had been pointed out by this Tribunal that the Schedule disclosing stopping of salary from 13.05.2014 to 03.04.2014 is ambiguous and self-defeating. Explanation was sought for as to why this Reference case shall not be disposed of in the form of No Dispute Award. Bidhan Chandra Ghoshal has appeared today but no explanation has been submitted. Already four (4) years have passed since the Reference case has been registered and two (2) consecutive Notices issued to the workmen. Union representative of Koyala Khadan Shramik Congress has not appeared and no written statement has been filed on behalf of the workman. The Schedule is incomprehensive in nature as it does not disclose a proper time frame for which salary was stopped. Mr. Ghoshal submitted that they were transferred to a different place but they continued to work at their previous place of posting, however salary was not paid to the two of them from 13.05.2014 to 03.07.2014.

5. In their written statement the General Manager of Kajora Area of M/s. Eastern Coalfields Limited has stated in para – seven (7) that Management is not liable for payment of wages w.e.f. 13.05.2014 to 03.07.2014 as the two workmen were transferred by Order dated 08.05.2014 and subsequently released by Order dated

13.05.2014. It is submitted by the learned advocate of M/s. Eastern Coalfields Limited that since these workmen were officially not posted at that place and they had not complied the order of transfer they are not entitled to payment for their willful disobedience of the order.

6. To my mind the aggrieved petitioners have no merit in their case as they did not officially function at their previous place of posting between 13.05.2014 to 03.07.2014. The general principle under the Payment of Wage Act is that there should be “no pay for no work”. The Reference case is accordingly dismissed against the workman Mr. Bidhan Chandra Ghoshal and Ms. Rinki Kumari

Hence,

ORDERED

that the Reference case is disposed against the workmen. An Award be drawn up in light of my above findings. Let copies of the Award in duplicate be communicated to the Ministry of Labour and Employment, Government of India for information and Notification.

ANANDA KUMAR MUKHERJEE, Presiding Officer

नई दिल्ली, 28 फरवरी, 2023

का.आ. 317.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक/बागवानी (डीआर), बागवानी प्रभाग-V, सीपीडब्ल्यूडी (बागवानी), आईपी एस्टेट, नई दिल्ली, के प्रबंधन के संबद्ध नियोजकों और महासचिव, सीपीडब्ल्यूडी मजदूर यूनियन, शाहजहाँ रोड, नई दिल्ली, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली के पंचाट (संदर्भ संख्या 180/2017) को जैसा कि अनुलग्नक में दिखाया गया है, को प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 24.02.2023 को प्राप्त हुआ था।

[सं. एल-42011/50/2017-आईआर (डीयू)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 28th February, 2023

S.O. 317.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 180/2017) of the Central Government Industrial Tribunal cum Labour Court - I New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Director/ Horticulture (DR), Horticulture Division-V, CPWD(Hort.), IP Estate, New Delhi, and The General Secretary, CPWD Mazdoor Union, Shahjahan Road, New Delhi, which was received along with soft copy of the award by the Central Government on 24.02.2023.

[No. L-42011/50/2017-IR (DU)]

D. K. HIMANSHU, Under Secy.

ANNEXURE

**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT DELHI -
ROOM NO. 207, ROUSE AVENUE COURT COMPLEX, NEW DELHI.**

Present : Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding officer

CGIT, Delhi-I

In ID. No. 180/2017

The General Secretary, CPWD
Mazdoor Union,
C/o Room No. 95, Barrack No. 1/11,
Jam Nagar House, Shahjahan Road,
New Delhi-110011

Versus

....Claimant (Applicant)

The Director/ Horticulture (DR)
Horticulture Division-V, CPWD(Hort.)
B-412, IP Estate,
New Delhi-110002.

....Management (Opposite party)

Shri B.K. Prasad, A/R for the claimant (Applicant).
Shri Atul Bhardwaj, A/R for the management (Opposite party).

Case cited and relied distinguish

SI No.	Para No.	Page No.
1. <i>D.N. Banerjee V. P.R. Mukherjee</i> (1952) 2SCC 619 AIR 1953 SC 58 (61)	31	31
2. <i>Central Provinces Transport Services Ltd V. Raghunath Gopal Patwardhan</i> 1956 SCR 956	37	34
3. <i>Dhavanagihra Chemical Works Pvt. Ltd. V. State of Saurashtra,</i> AIR 1957 SC 274	19(e)	23
4. <i>Central Provinces Transport Service Ltd V. Raghunath Gopal Pathwardhan</i> (AIR 1957 SC 104,109)	31	31
5. <i>Bihar V. Kripa Shankar Jaiswal</i> AIR 1961 SC 304	19(a), 38	20, 37
6. <i>Bombay Union of Journalists V. 'Hindu', Bombay</i> 1962(3) SCR 893	35, 37	33, 34
7. <i>Bombay Union of Journalists V. The 'Hindu', Bombay</i> AIR 1963 SC 318	31	31
8. <i>Workmen V. Dharam Pal Premchand (Saughandhi)</i> (1965) 3SCR 394: AIR 1966 SC 182	36, 37	33, 34
9. <i>Workmen of Indian Express (P) Ltd. vs The Management</i> (1969)		

	<i>I SCC 228</i>	37	34
10.	<i>Indian Express Newspaper (Pvt.) Ltd. Vs. Management of Indian Express Newspaper Private Ltd. AIR 1970 SC 737</i>	36	33
11.	<i>The Commissioner of Income Tax V. Sun Engineering Works (P) Ltd. (1992) 4 SCC 363</i>	19(e)	23
12.	<i>Steel Authority of India Ltd V. National Union Water Front Workers and others (2001) 7 SCC 1</i>	5(iv), 19(a), 54	7, 20, 49
13.	<i>J.H. Jadhav vs M/S. Forbes Gokak Ltd (2005) 3 SCC 2002</i>	36	33
14.	<i>M/s Bharat Heavy Electrical Limited V. State of U.P. and others, 2003 Lab I.C. 2630</i>	19(a), 19(e), 59	20, 23, 55
15.	<i>Workmen V. Coal of India Ltd (2004) 3 SCC 54)</i>	19(e)	23
16.	<i>Workmen of Nilgiri Market Society V. State of Tamilnadu (2004) 3 SCC 514</i>	19(e)	23
17.	<i>Nil Giri Co-op. Marketing Society Ltd V. State of Tamilnadu 2004 last suit (SC) 142</i>	63	58
18.	<i>The Delhi High Court in WP NO. 13023 of 2005 workmen of MCD V. MCD</i>	19(a)	20
19.	<i>Haldia Refinery Canteen Employees Union V. India Oil Corporation Ltd. (2005) 5 SCC 51)</i>	19(e)	23
21.	<i>State of Karnataka and others V. K.G.S.D Canteen Employees Welfare Association & others (2006) 1 SCC 567</i>	19(e)	23
22.	<i>State of Karnataka V. Umadevi & others (2006) 4 SCC 1</i>	19(e)	23
23.	<i>Surender Prasad Tewari V. UP Rajya Krishi 3981 of 2006 by Supreme Court</i>	19(e)	23
24.	<i>International Airport Authority of India V. International Air Cargo workers and another (2009) 13 SCC 374</i>	61	57
25.	<i>Bengal Nagpur Cotton Mills,</i>		

	<i>Rajnand Gao V. Bhart Lala and another (2011)(1) SCC 635</i>	<i>19(e), 41,64</i>	<i>23, 38, 60</i>
26.	<i>Devinder Singh V. Municipal Council Sanaur (2011) 6 SCC 584</i>	<i>26</i>	<i>28</i>
27.	<i>Union of India and another V. Arulmozhi Iniarasu (2011) 9 SCC 1</i>	<i>19(e)</i>	<i>23</i>
28.	<i>Balwant Rai Salija V. Air India Ltd. (2014) 9 SCC 407</i>	<i>19(e), 60, 62</i>	<i>23, 56, 58</i>
29.	<i>K.V. Anil Mithra vs. Sree Shankaracharya University of sanskrit and another (CA No.9067 of the 2014)</i>	<i>43,48, 51</i>	<i>40, 45, 47</i>
30.	<i>Bharat Sancharnigam Ltd V. Bhurumal 2014 SCC 177</i>	<i>50, 51</i>	<i>46, 47</i>
31.	<i>State of Uttarakhand V. Sureshwati 2021 (168) FLR 488 (SC)</i>	<i>41</i>	<i>38</i>
32.	<i>Kirloskar Brothers Ltd V. Ramcharan and others (Civil Appeal No. R446-R447 of 2022)</i>	<i>55</i>	<i>52</i>
33.	<i>Punjab Land Development and reclamation Corporation Ltd. Chandigarh V. Presiding Officer</i>	<i>44, 47</i>	<i>44, 45</i>

AWARD

1. The Central Government Industrial Tribunal cum Labour Court Delhi-1, received the Letter No. L-42011/50/2017 Dated 06.06.2017 from the Ministry of Labour, Government of India with Reference for adjudication of an Industrial Dispute between the employer the management of Division-V CPWD (Horticulture) New Delhi and their employee Sh. Sanjay Kumar in following terms: -

'Whether, Sh. Sanjay Kumar, S o Sh. Ram Gopal Singh is entitled to be treated as direct employee of CPWD alongwith with all allowances and benefits equivalent to the regular counters parts as his employment in the category of Mali as contract labour is sham and bogus? If so, whether the workman is entitled to be treated as direct employee of CPWD w.e.f20.11.2010 and also reinstated w.e.f. 13.04.2016 with full back wages alongwith continuity of service? What other relief is he entitled to and what directions are necessary in this respect'.

2. The Presiding Officer of the Central Government Industrial Tribunal cum Labour Court Delhi-1 (which shall hereinafter be called as the 'Tribunal' only) taken up the Reference as fresh on 27.08.2017 and ordered to register the same as Industrial Dispute 180/2017. Notice was issued to the opposite party. The Director Horticulture (DR) Horticulture Division V, New Delhi (which shall hereinafter be called as 'CPWD' only) for filing their written statement on 22.08.2017.

3. The claimant 'Labour Union' who raised the Present Industrial Dispute relating to the cause of workman Sh. Sanjay Kumar referred by the Ministry of Labour (shall herein after be called as the 'claimant' only). Put representation before the tribunal through it's Authorized Representative Sh. B.K. Prasad, the General Secretary, CPWD, Mazdoor Union, New Delhi from the very stage of registration of I.D. Case aforesaid (shall herein after be called as 'AR of the Workman' only). The CPWD has representation through Sh. Atul Bhardwaj their Authorized Representative, who shall hereinafter be called as 'AR of the management' only, wherever needed. The claimant Union raised the Industrial Dispute for the cause of Labour Sh. Sanjay Kumar (who shall be called as the 'concerned workman' only, wherever needed).

4. With the prior permission of the Tribunal the AR of the workman filed the statement of claim on 01.09.2017 providing copy thereof to the AR of the management who in turn filed the written statement in defence for CPWD on 30.10.2017. Though the tribunal provided opportunity to the AR of the concerned workman for filing rejoinder, if any, before framing of the issues, but no rejoinder is filed by the said AR. Consequently, the issues were framed on 31.01.2018 which are reproduced hereunder: -

- (i) *Whether the reference is not legally maintainable, in view of the preliminary objections?*
- (ii) *In terms of reference?*

FACTUAL MATRIX

5. (i) The Industrial Dispute referred by the Ministry of Labour for adjudication is with regard to the 'concerned Workman' (Sanjay Kumar) to whom the claimant (union) has pleaded in the statement of claim, employed and exploited through the fake contractor w.e.f. 20.11.2000. The workman is said to had performing his duty under the Deputy Director Division – V, CPWD Sub division-35 Pushpvihar, New Delhi. The workman is handicapped with 60% disability. He was performing duty on perennial nature of job as contract labour, though not permissible under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 (which shall hereinafter be referred as CLRA Act only wherever is needed). It is alleged in the statement of claim by the claimant that the workman was not being paid even the minimum wages of unskilled workman though performing the work of semiskilled workman and entitled to the equal pay for equal work like the daily rated workmen who were directly working under the management CPWD.

5.(ii) That the regular Malis directly working under the CPWD were getting the wages in regular pay scale along with all allowances but the concerned workman was denied such benefits by the CPWD and it's contractor. The regular Malis were getting earned leave of 30 days and casual leaves of 8 days but the said workman is denied this facility also by CPWD and its contractor.

5.(iii) The employment of the concerned workman by the contractor is said to had been made against the provisions of the CLRA Act as such was illegal, unfair and a camouflage therefore he was entitled to be treated as direct employee of the management CPWD. The workman was removed from the service by the CPWD without following the provisions of Section-25F, 25G & 25H of the Industrial Dispute Act, 1947 (Shall here in after be called as the 'I.D. Act' only). When the matter of illegal termination from service was raised before the conciliation officer the CPWD by filling written statement justified the illegal termination of service protecting their contractor. The CPWD shown the Cause of Removal/Termination from the service by the contractor needful to save the workman from criminal prosecution on the complaint of a lady of the locality relating to eve teasing. The copy of the complaint by the complainant lady to the police station Saket, New Delhi is placed with the written statement. The copy of another letter by the complainant lady addressed to the concerned Police Station is also placed with the written statement to show her consent/ agreement not to prosecute the workman, if he is removed from the work place of his employment. The said letters are made Annexure by both the parties to the present industrial dispute case with their respective pleadings also. According to the claimant this shows that removal is done by the contractor on the behest of CPWD without holding any enquiry and also without serving one month's notice or compensation in lieu of the notice therefore, the same is illegal and unjustified and the workman is entitled to be reinstated with full back wages and continuity in service.

5.(iv) Annexing the photostate copies of one office order dated 25.05.2015 of the CPWD and a format to be filed in compliance with the said office order as Annexure 'B' & 'C' to the claim statement which are with regard to the directions issued by the Superintendent Engineer CPWD on 25.05.2015 in compliance of the labour laws and model rules for workers employed by contractors and CPWD contractor's labour regulation respectively. The fact of a settlement dated 15.09.1986 between the Director General Works CPWD and its workmen through the General Secretary CPWD Mazdoor Union in which the parties to the settlement agreed that, before allotting maintenance work to the Contractors. Chief Engineers/Superintendent Engineers will hold discussions in future with the representative of CPWD Mazdoor Union, in pursuance of the memorandum of settlement dated 5.09.1986 entered in accordance with Section-12 of I.D. Act. The management CPWD did not obey the instructions of Director General Works CPWD which was widely circulated amongst all who were subject to the aforesaid settlement. The violation of Rule-25(v)(a) of the Central Rules 1971 which provides that if the contract labour performs the same and similar kind of work as the workmen directly employed by the principal employer of the establishment the wages, holidays and hours of work as well as other conditions of service of the workman of the contractor shall be the same. The contractor neither had license for engagement of contract labours nor the management of CPWD being principal employer procured registration as required under the CLRA Act to engage contract labours through contractors. Therefore for the reason of the violation of the said Act the 'workman' may be treated as the direct employee of the management. For

the same reason the contract was sham camouflage and illegal therefore the workman has to be treated as direct employees of the management of CPWD. The responsibility for payment of wages lies on the principal employer the CPWD management in case the contractor fails to make payment of wages within prescribe period or make short payment. Referring the celebrated Constitution Bench judgment of the Apex Court in *SAIL (Steel Authority of India Ltd and others V. National Waterfront Workers and others (2001 (7) SCC1)* it is further stated that non grant of regularisation status of workman is illegal and unjustified therefore it is prayed from this tribunal to award and declare the contract of Sh. Sanjay Kumar (the concerned workman) illegal and camouflage and accordingly to award wages of regular Mali with effect from 20.11.2010 and also to award the reinstatement as Mali directly under the management of CPWD with effect from 13.04.2016 with full backwages in continuity of service alongwith all consequential benefits.

5.(v) The management CPWD has raised a material preliminary objection as to the non joinder of parties as the different contractors who might have been employers of the workman during the alleged period from 20.11.2000 are necessary party for the proper and fair adjudication of the case. The relationship of employer and employee and that of a master and servant was existing between the workman and his real employer the contractor. There has never been such relationships of employer and employee and master and servant in between the concerned workman and the answering management CPWD. The Contract involving the present workman and other labours of the contractor to whom the CPWD awarded the contract through the competent authority, was done inviting open tenders as per the provisions of Law. The present workman had never been appointed nor recruited directly in the employment of CPWD management. The present workman has never worked under the direct supervision and guidance of the CPWD official. The present workman being an employee of the contractor agency does not come within the definition of 'workman' under clause (s) of Section 2 of the I.D. Act. The present industrial dispute is also suffering from the serious infirmity of non espousal, any espousal list has not been provided which is an essential pre requirement of the case. None of the employee of the management CPWD had attended any meeting of the so called claimant union prior to raising the present Industrial Dispute before this tribunal. No prior notice of demand is served upon the management.

Evidence required and adduced by the parties before the Tribunal.

6. The concerned workman through the claimant union has a very definite case of his employment as contract labour through the fake contractor right from 20.11.2000. Before the conciliation officer the date of his alleged engagement as contract labour is stated in the 'Reference' by the Ministry of Labour Government of India, is 20.11.2010. The anomaly in alleged dates of employment is even not tried to be rectified and the vagueness is left as such. No documentary evidence in this regard is produced before the tribunal at the stage of evidence. Even no oral evidence of the workman or the claimant union is deposed that which one out of the two stated dates i.e. 20.11.2000 and 20.11.2010 is correct. The claimant union vide statement of claim prepared and filed (obviously entering the date 06.06.2015) before the conciliation officer, sought the reference of industrial dispute as to the termination of service of the workman done on 13.04.2016, states the date of entry in employment as contract labour 20.11.2000. The anomaly and discrepancy in the date of employment as contract labour in CPWD through the contractor makes the pleading in that regard uncertain, more inspecific, vague and superlative. Considering any date as the date of entry in employment other than that referred in the 'Reference' would be to go beyond the scope of 'Reference'. For the above reason the tribunal will have the only option then to adhere with the date of employment as contract labour in the CPWD through the contractor, stated in the reference it self-i.e. 20.11.2010. The tribunal has to see whether the said date also could have been established by the evidence of the claimant who has burden of pleading and proving the fact of the employment of the workman as such in the CPWD with all certaining and unequivocally.

7. The burden of proof lies on the claimant union and the workman also to establish and prove the fact that he (concerned workman) as contract labour had become the regular employee of the principal employer in course of the time and that his engagement/employment through a contractor is a sham contract and mere camouflage. These are question of fact which has to be established by the contract labour on the basis of the requisite materials and evidence. This tribunal finds it necessary to advert to the evidence adduced and produced of the claimant which correspond to the relevant pleading.

8. The claimant has made some photostate papers as Annexure A1(in colly) termed as "some of the personal details of the workman" in the statement of claim filed before the tribunal, (marked as Exhibit WW1/1 in the evidence) are described herein below: -

8. (i) Photocopy of the passbook of Bank Account in the name of the workman (Sanjay Kumar) issued from the Punjab and Sind Bank, Pushpvihar Branch, New Delhi of which internal pages bear the account

statement of debit and credit for the period commencing from 5/2015 upto 4/2016, has concern with the payment of wages.

8. (ii) photocopy of a Ration Card in the name of the concerned workman issued by the concerned Food Supply Officer of the locality of the place of dwelling of the workman (having no concern with the issue of employment and termination of the workman).

8. (iii) Photocopy of medical and disability certificate issued by the Neurosurgeon of “Dr. Ram Manohar Lohia Hospital” Dated 14.12.2001 certifying the present workman permanently disabled to the extent of 60% by reason of Dysarthria and Right Hemiparesis.

8. (iv) photocopy of hand written write up, seems to be a prologue of the case under the Reference, addressed to unknown and unidentified addressee, undated in the name of Sanjay Kumar. Neither admitted and owned in evidence by the workman concerned nor proved placing original before the Tribunal in the course of oral examination.

8. (v) Two photostate documents one, the office order issued from the office of Superintending Engineer (C&M) Dated 25.05.2015 under the caption “compliance of labour laws and model Rules for workmen employed by the contractors and CPWD contractors’ Labour regulation to be complied by the contractors (Annexure B Exhibit WW1/2) and two, the office order of the same date prescribing a format relating to compliance of Labour Laws and model Rules for workers employed by contractors and CPWD contractors’ Labour regulation to be complied by the contractor issued to all Chief Engineers to submit the filled up format through the DGs of the respective sub region, the contract wise Labour records of work being executed in their zones duly verified by SEs and ARs Concerned: (Annexure C Exhibit WW1/3).

8. (V) (i) Exhibit WW1/2 (Annexure B) requires the Contract Labour under it’s clauses 3&4 to have smart card of ESI, registration under Building and other construction worker Act,1996. On the other hand, under clause 5 of the office order (Annexure C Exhibit WW1/3), the contractor is required to maintain register of the workmen employed by the Contractor, Muster Roll, Register of Wages, Wages Slip, Employment Card, Service Certificate, Register of Deductions and Register of Overtime etc.

8. (V) (ii) In view of the aforesaid office order placed by the claimant of workman is legally expected to have the said may be construed that a documents as stated in the office order Annexure B (Ex.WW1/2) and The Contractor who employed the said workman has to maintain and preserve the documents stated in the clause (3 & 4) of the Annexure B (Exhibit WW 1/2) aforesaid. The said documents which are necessary to establish the employment by the contractor with specific date of employment and the contractor who employed him are the documentary evidence legally and factually supposed to be in custody and possession of the concerned workman. There is no pleading to this effect in the statement of claim linking the contractor who employed the present workman. The contractor is the best person to be treated as the “custodia legis” having custody and possession of the documents prescribed in Clause (5) of the office order. They certainly be required in evidence to prove and establish the employment of the workman with specific date of employment, wages paid, deduction made statutory of ESI, EPF and attendance on the work place etc. With a particular contractor.

8. (V) (iii) Neither the workman concerned has stated in oral evidence nor the claimant union has placed on record of the case and proved such facts by the relevant evidence as referred herein above, before the tribunal. Even neither the concerned contractor who employed the workman for the first time nor the contractor under whose service the concerned workman was removed from the service on 13.04.2016 is made party to the claim, with whom the documents maintained and preserved under the law (prescribed in clause (5) of the Annexure B Exhibit WW1/2).

Effect of the Non Joinder of the contractor in the claim over the evidence.

8.(V) (iii) The non joinder of the contractor though he is a necessary party with regard to the status, rights and statutory benefits of the workman employed by him appears to have been done knowingly and willingly with an ulterior motive to save the claim, avoiding the evidence to come on record under this misconception that, as skipping to do so he may shift the burden of adducing evidence relevant to the issues of duration of service, over the tribunal itself and also upon the opposite party the CPWD. The burden to plead and prove lying upon the workman can not be shifted to prove the workman’s employment with specific date of employment. The joinder of the contractor is also necessary to look into the fakeness of the contract between the contractor and the principal employer CPWD for the purpose of holding whether the same is sham, mere to camouflage and smoke screen the employment of contract labour in the category of work in CPWD if prohibited under the CLRA Act 1970 and the Central Rules 1971 framed there under.

8.(V)(iv) The Management has taken plea of non joinder of parties specifically pleading the non impleadment of a particular contractor or contractors out from those anonymous and various contractors alleged to had employed the concerned workman as contract labour in the job allotted to them by the CPWD or somewhere else. The absence of the Contractor creates hinderance in proper adjudication of the issue pertaining to that specific contract whether sham and merely a camouflage. Though the plea of non joinder of necessary party was raised at the very initial stage by the CPWD in it's written statement of defence as preliminary objection but neither the defect of non joinders is removed by the claimant nor rejoinder is filed by the claimant to meet out the said plea specifically taken by the management. The adverse inference must be drawn against the claimant if the evidence which might have been brought by the 'non party' (the contractor) if he/ they would have been made party to the claim, being best person and custodian to possess such evidence, could not be made available to the tribunal for it's consideration on relevant issues.

8.(V)(v) Annexure D to the statement of claim a photostate copy of the explanation submitted by the Assistant Superintendent (Garden) Garden Division V CPWD submitted before the Assistant Labour Commissioner New Delhi (the conciliation officer) in the matter of grievance raised by the workman concerned before him. The said Annexure D is admitted and proved in the evidence by the claimant before the tribunal (marked Exhibit WW1/4). The explanation confines the status of the concerned workman as 'Contract Labour' employed by the contractor Virendra Singh under the Contract No. 6600H/HD-5/2015-2016 alongwith 6 other labourers w.e.f. 01.01.2016. The explanation aforesaid is accompanied with 3 Sheets of extracts of an attendance register in respect of work site "playground Green belt Sector 1 to 5 Pushpavihar, New Delhi, maintained by the contractor for the periods 01.01.2016 to 31.01.2016, From 01.02.2016 to 29.02.2016 and From 01.03.2016 to 31.03.2016. The attendance sheets so proved and admitted by the claimant union on behalf of the workman establish the fact of concerned workman Sanjay Kumar's being last in the list of 7 contract labourers of the contractor Virendra Singh. As such the pleading before the conciliation officer submitted by the CPWD Annexure D (Exhibit WW1/4 is admitted in evidence by the workman and deserves to be taken as reliable evidence also. More over to ascertain the date of commencement of service the date referred in the Reference, 20.11.2010 would be relevant and adhering thereto the tribunal is to decide and find out whether the claimant becomes successful in proving the date of entrance in service of the contractor as contract labour.

In Cross Examination of the claimant witness: -

9. The said witness Sanjay Kumar the workman though submitted his affidavit of statement in examination in chief and reiterated the averments made in the statement of claim but he seems not subjected to the cross examinations himself. Without seeking permission from the Presiding Officer the statement in cross examination of the Authorized Representative B.K. Prasad is recorded as it is obvious from the note at the bottom of the statement dated 08.08.2018 in cross examination of the witness Sanjay Kumar to the effect, "statement of Sh. B.K. Prasad, AR for the workman without oath". The workman was not subjected to the cross examination, further finds obvious reason that the Annexure A (Colly) to the statement of claim contains 'Disability Certificate' issued by the Neurosurgeon of Dr. Ram Manohar Lohia Hospital, New Delhi on 14.12.2011 annexed with the statement of claim by the workman. It is intended, to show his hospitalization since 04.01.1996 till 08.02.1996 with head injury. After discharge also his suffering persisted with the 'Dysarthria' and 'Right Hemiparesis' causing a disability assessed at 60% and likely to be permanent. The symptom of above disability as medically known, may affect speech that is slurred, slow and difficult to produce and/or understand. The Authorized Representative of the workman told the tribunal that he (Workman) is unable to speak in clear words. This resulted him not to face the oral examination therefore the Authorized Representative presented himself in his place. Such a manner of oral examination in evidence is not permissible, unless otherwise ordered by the court in accordance with Sec.119 of the Indian Evidence Act 1872 which runs as under: -

Witness unable to communicate verbally. — *A witness who is unable to speak may give his evidence in any other manner in which he can make it intelligible, as by writing or by signs; but such writing must be written and the signs made in open Court, evidence so given shall be deemed to be oral evidence: Provided that if the witness is unable to communicate verbally, the Court shall take the assistance of an interpreter or a special educator in recording the statement, and such statement shall be video graphed.*

As such the portion of the statement in chief in affidavit, if not verified and could be testified with regards that's veracity cannot be relied as credible evidence.

10. However the claimant witness stated he had no Appointment Letter to show that he was engaged by CPWD. He admits in cross examination that no representation was made by him to the CPWD relating to the non issuance of Appointment Letter. Resiling from his pleading the witness denied the suggestion in cross examination by CPWD that he was engaged by a contractor and the contractor was paying his salary. The supervision of work by contractor is also denied to be true.

11. The claimant witness vaguely stated in cross examination that, he is not aware whether he submitted any application in CPWD at the time of his engagement. Contrary to the fact pleaded in the statement of claim he comes with a new case (not pleaded in the claim) in the cross examination only that he was engaged by one Junior Engineer Rajender Singh (without his specific detail and description in the CPWD), likewise he further named one 'Jitender Kumar' as the JE who removed him from service. However, when suggested he vaguely replied that he is not aware that a Junior Engineer has power to appoint or terminate from the job he was doing.

12. The document of the CPWD not rebutted rather relied in evidence by the claimant union further shows that the concerned workman was earlier engaged as labour on work site of Andrews Ganj Park in maintenance work but by reason of complaints of people of the locality as to the quarrellous, and cantankerous behaviour he was withdrawn by the contractor there from and deployed in Pushpvihar as labourer in maintenance work. On 21.03.2016 a lady of house neighbouring to the work place, Quarter No. 11 A Type 2 Sector 4 Pushpvihar lodged a complaint in the Police Station Saket alleging her eve teasing. The complaint was later on withdrawn by the victim lady on the undertaking by the contractor to withdraw him from there. The complaint and withdrawal of complaint in writing are placed by the claimant as attachment of the written reply Annexure E (Colly) as received from the contractor Virendra Singh the Custodia Legis thereof and proved in evidence, by the Exhibit WW1/5.

13. The claimant in cross examination of the management witness has not asked question as to the officer/official of CPWD if any to control and superwise the workman of the working place.

14. The CPWD alongwith written statement has made photocopy of Book No. 84/DD/3.5.5/15-16 referring Contract No. 66/DD/3.5.5/2015-16 for the work Horticulture works in Sector-IV & V, Pushpvihar, New Delhi for 2015-16 for maintenance of playground and green belt in entire garden. This contract is for the period 2016 to 2017. The name of contractor is entered 'Virendra Kumar'. The said document is proved in evidence by the management witness also which bears Exhibit marked as MW 1/1. This would not be out of place to mention at this moment that the aforesaid document has not been rebutted by way of filing rejoinder by the claimant. Even in cross examination of management witness, no Question is put before him by the workman's Authorized Representative (The General Secretary of the claimant union) thrashing it's genuineness and existence as well as whether the CPWD had rightly entered in the contract. The said proved document is coupled with copy of letters by Director (garden) bearing date 28.12.2015 and 01.01.2016 where by the contractor Virendra Kumar is called to fulfil the legal formalities of execution of the contract within 15 days.

15. There is no pleading in the statement of claim filed by the claimant for the workman to the effect that he was employed by the contractor for the CPWD in an activity which require full time work for the major portion of the working hours in a day or for longer period. It is also not pleaded that Gardening maintenance work in which the workman was employed as labour is the core activity of the CPWD and not incidental there to. The workman simply says the work in which he was employed by the contractor is perennial nature of the work in CPWD. Admittedly it is alleged in the claim statement that the workman was exploited by the contractor for a long since 20.11.2000 by employing him as contract labour in perennial nature of job, but grievance if any had never been raised prior to his removal from service in April 2016 before the appropriate Government (it's designated officer) either by himself or through the labour union. If the job is of Perennial Nature where employment of contract labour is prohibited under the CLRA Act is a question of fact to be decided by the Appropriate Government. There is no such pleading or evidence on record of the case before the Tribunal that the appropriate Government had occasion to decide that question.

16. In oral evidence the management has produced Sh. Abid Husain Director Horticulture Division- V. Who proved his affidavit and the documents MW1/1 & MW1/2. He deposed on the basis of the official record. The witness aforesaid has deposed that the concerned workman was not being paid by the CPWD the wages of regular mali because he was in the employment of the contractor, who was doing work allotted to him by CPWD under the contract.

17. In statement in chief the affidavit of management witness in Para 7 asserts that neither the management have employed the concerned workman nor have paid him salary. In Para 9 it's said that the management had not engaged the workman hence question as to the payment of minimum wages does not arise. The workman never complained about the payment of wages by the contractor below the minimum wages rates to the CPWD. In Para 10, the witness deposed that it is wrong to say that there was the direct control and supervision of official of management of CPWD.

18. This would be remarkable here that the claimant did not expose and subject the management witness to any question so as to thrashout the above statement on oath relating the pay master or in whose supervision and control of which of the employee of CPWD over the workman was working likewise no question is asked to carve out from cross examination as to the manner of recruitment and number of vacancy of malis or other workmen in the CPWD as well as the nature of work taken by the contractor in the job given to him by the

CPWD. As such no material state of things could have been carved out from the management witness. The facts deposed in the affidavit (statement in examination in chief) of the management witness Abid Husian Dy. Director Horticulture in CPWD shall be reliable in answering the reference to the extent of not contradicted and uncontroverted statement of facts.

Arguments

19. The learned Authorized Representative of the workman to support his plea of the existence of employer employee relationship between the CPWD and the workman put vehemence on the rule 25 (v) (a) of the CLRA Rules 1971 which provides....

Employed by the contractor/perform the same and similar kind of work as the workman directly employed by the Principal Employer of the Establishment, the wages rates, holidays hours of work and other conditions of service of the workman of the contractor shall be the same as applicable to the workman directly employed by the Principal employer of the establishment on the same or similar kind of work”.

19 (a). Reliance is further placed on by the AR of the workman the Apex Court judgment in *SAIL (Supra)* quoting it's Para 125 (5) (VI) which is reproduced here under: -

“if the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularise the service of the contract labour in the establishment concerned subject to the conditions as may be specified by it for that purpose in the light of para no. 6 hereunder.

To support his argument on the consequential relief of equal pay for equal work reliance is placed on the judgement of Apex Court in *SAIL (Supra)* and *Surender Singh and others V. The Engineer in chief CPWD*. On the issue of maintainability of claim for the want of prior demand notice to the establishment the judgement of Apex Court *State of Bihar V. Kripa Shankar Jaiswal AIR 1961 SC 304 and of the Delhi High Court in WP NO. 13023 of 2005 workmen of MCD V. MCD and M/s Bharat Heavy Electrical Limited V. State of U.P. and others, 2003 Lab I.C. 2630* are relied on.

19. (b) The learned A.R. for the CPWD management argued that the workman was not employed by the management but was engaged by the contractor who is licensed contractor under the CLRA Act and it was his choice and direction to recruit the person to whom he prefers. CPWD management though principal employer had no say or any kind of supervision or control on the employees employed by the contracts. The CPWD management beside it's core activity of public works of construction and maintenance of their building has to employ apart from regular workmen a number of contractors for performing some specific jobs for the purpose of which several contractor are usually involved in certain various projects. It is further argued that all the regular jobs under the core activity of the management are performed by the regular workmen and employees. It is denied that the job done by the concerned workman was perennial in nature.

19.(c) Apart of the core activity the management is entrusted by the Government with some other jobs which have no nexus with the core activities and required to give such jobs on contract. The CPWD management is concerned with such jobs entrusted to the contractors only to the extent of ascertaining the agreed number of workmen are present and with the result achieved within the targetted time limit. The contractor who are licensed under the CLRA Act are eligible to participate in open tender process floated by the CPWD for nonperennial/permanent jobs to carry the same. After scrutiny one of them is scheted on the basis of lowest minimum cost tendered by him on a year to year contract basis. The contractor so selected is paid a lump sum amount to bring his workmen in such a number (contract labours) and his tools and equipment as the work demanded. The workmen so employed were under the control and supervision of the contractor.

19.(d) It is further argued that the notification prohibiting the category of work in which the concerned workman was engaged by the contractor as contract labour has not been issued at any point of time of such employment of the concerned workman by the Appropriate Government under Section-10 (1) of the CLRA Act. The work performed by the present workman as contractor's labour was not overlapping with the work of regular employees of the management CPWD. It is therefore vehemently argued that the contract between the principal employer management CPWD and the contractor was not a sham and camauflage. He submitted that simply by enactment of CLRA Act if the contract labour was engaged in connection with the work entrusted to the contractor by the principal employer it does not culminate in any master servant relationship between the principal employed and the contract labour.

19(e). Both the parties have also submitted their respective written argument in addition to the oral arguments. After providing the Authorized Representatives a lengthy hearing and going through their respective

written Arguments. I proceed to analyse the facts and issues involved in the case for reaching at a conclusive answer to the reference point wise and categorically.

- The Authorized Representative of the CPWD relied on the judgement of Apex Court in State of Karnataka V. Umadevi 2 others (2006) 4 SCC 1, Surender Prasad Tewari V. UP Rajya Krishi 3981 of 2006 by Supreme Court, Workmen V. Coal of India Ltd (2004) 3 SCC 54, Haldia Refinery Canteen Employees Union V. India Oil Corporation Ltd.(2005) 5 SCC 51, Balwant Rai Salija (2014) 9 SCC 407, Dhavangaihra Chemical Works Pvt. Ltd. V. State of Saurashtra, AIR 1957 SC 274, Bengal Nagpur Cotton Mills V. Bharat Lal (2011) 1 SCC 635, Workmen of Nilgiri Market Society V. State of Tamilnadu (2004) 3 SCC 514, State of Karnataka V. Umadevi & others (2006) 4 SCC 1, Union of India and another V. Arulmozhi Iniarasu (2011) 9 SCC 1, State of Karnataka and others V. K.G.S.D Canteen Employees Welfare Association & others (2006) 1 SCC 567, The Commissioner of Income Tax V. Sun Engineering Works (P) Ltd. (1992) 4 SCC 363, Bharat Heavy Electricals Ltd V. Mahendra Prasad Jakhmola & others.

Direct Employee and the Contract Labour: -

20. In the reference, claim statement, evidence and the argument of the workman's Authorized Representative the words "Direct Employee" are emphatically used to treat his status as the Employee of the CPWD, though employed/by the contractor. Literally a person who works as an employee of an establishment and is paid salary by it, rather than being employed through an agency is said to be direct employee. When the employment in which an employer has the authority to appointment and of Termination, has direct day to day supervision of the worker, pay the wages is said to have direct employee. The company or the establishment issues advertisement prescribing eligibility criteria for the appointment of suitable candidate in the vacancy, in already created and sanctioned posts, such recruited candidate on having been appointed is called Direct Employee of the establishment. To the contrary the 'Contract Labour' refers to that employed person, hired to work in a company/establishment through a contractor for a specific job and definite time. These contract workers are not directly recruited by the company/establishment but through a contractor. In respect of such contract labour the company/establishment is addressed as the Principal Employee. Since the work done by the contract labour is of temporary nature, their employment is not fixed with a particular contractor. Once the contractor's agreement cases with the principal employer they have to lose their job.

21. The contention that the concerned workman be treated as a Direct workman of CPWD finds no force from the documentary and oral evidence of the workman. The management witness of CPWD reiterating the status of the workman as contract labour employed by the contractor 'Virendra Kumar' a non party to the claim. Filed by the workman. The workman filed an affidavit before the tribunal as statement in examination in chief with regard to the genuinity. The pleading and evidence by the Management witness of the CPWD with regard to the genuinity of the Contract, producing copy of the papers extract from the registration Book of having the details of the contract between the CPWD and the contractor Virendra Kumar is not controverted by the workman by filing rejoinder against the written statement of the CPWD and confronting the said witness in cross examination on the above documentary evidence and fact. So as to thrash on the credibility of the documents. Likewise the attendance register filed as Annexure with the claim statement and in evidence also prove the workman having worked from the paid 01.01.2016 to 31.01.2016 (31 days) 01.02.2016 to 29.02.2016 (29 days) and 01.03.2016 to 31.03.2016 (31days) a total period of working 91 days only). No other evidence is available on record to prove and establish the continuity in service, since 20.11.2000 or even from the date 20.11.2010 stated in the reference.

22. In view of the fact pleaded by the claimant and that proved by him in the course of evidence adduced before the Tribunal the workman Sanjay Kumar is prima facie established a 'contract labour' employed by the Contractor Virendra Kumar in the period commencing from 01.01.2016 upto the date of his removal from contractual service by the contractor on 13.04.2016.

Whether the contract labour 'Sanjay Kumar' is workman as defined in the I.D. Act and can raise an Industrial Dispute before the Tribunal.

23. The 'workman' is defined under Sec.2(s) of the I.D. Act which runs as under:-

2 (s) "workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-

- (i) *who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or*
- (ii) *who is employed in the police service or as an officer or other employee of a prison; or*
- (iii) *who, being employed in a supervisory capacity, draws wages exceeding [ten thousand rupees] per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.*

In view of the definition of 'workman' in I.D. Act the Industrial Tribunal is required to see whether the person concerned is 'workman'. For this purpose, it is to be found out that whether the Test of Employment for doing the work as specified in the definition is satisfied by the concerned person. In the present case the Sanjay Kumar the contract labour is employed by the contractor for doing the work of maintenance of Garden/playground belonging to CPWD (Master Employer) under a contract with it, undoubtedly he is a 'workman' as defined in the I.D. Act with regard to the CPWD if any industrial dispute arises.

24. A definition of 'workman' similar to that given in Section 2 (s) of the I.D. Act is incorporated in the CLRA Act, Section 2 (i) of which runs as under

2(1)(i) "workman" means any person employed in or in connection with the work of any establishment to do any skilled, semi-skilled or un-skilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment be express or implied, but does not include any such person-

- (A) *who is employed mainly in a managerial or administrative capacity; or*
- (B) *who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him? functions mainly of a managerial nature; or*
- (C) *who is an out worker, that is to say, a person to whom any articles and materials are given out by or on behalf of the principal employer to be made up, cleaned, washed, altered, ornamented, finished, repaired, adapted or otherwise processed for sale for the purposes of the trade or business of the principal employer and the process is to be carried out either in the home of the out-worker or in some other premises, not being premises under the control and management of the principal employer.*

Admittedly the contract labour Sanjay Kumar comes within the ambit of words 'Any person employed to do manual work by the contractor in connection with the work entrusted to him by the establishment CPWD. The said contract labour so employed does not fall in any excepted categories of the employees as excluded in the above definition. Further in Section 2 (1)(b) of the CLRA Act, by... effect a 'contract labour' shall also be treated a 'workman', the said Section 2(1)(b) is quoted here under:-

2(1)(b) a workman shall be deemed to be employed as "contract labour" in or in connection with the work of an establishment when he is hired in or in connection with such work by or through a contractor, with or without the knowledge of the principal employer.

25. While this tribunal has opined on the basis of facts and evidence laid before it 'Sanjay Kumar' for the cause of whom the claimant labour union sought the present 'Reference' is a "contract labour", the next question arises as to whether he is a 'workman' as defined in the I.D. Act and is entitled to raise in the circumstances of the claim an "Industrial Dispute" as to his termination from employment by the contractor? It would be pertinent to look into the amended provision of Section 2(a) (ii) (substituted vide Act No. 24 of 2010) which runs as under:-

Section 2(a)(ii): - *in relation to any industrial dispute, including the state public sector undertaking, subsidiary companies set up by the principal undertaking and autonomous bodies owned or controlled by the State Government, the State Government:*

Provided that in case of a dispute between a contractor and the contract labour employed through the contractor in any industrial establishment where such dispute first arose, the appropriate Government shall be the Central Government or the State Government, as the case may be, which has control over such industrial establishment.

26. By virtue of the aforesaid proviso appended with Section 2(a)(ii) Dispute between the contractor and his contract labour employed in any industrial establishment also comes within the ambit of industrial dispute if related to terminate, remove or discharge of the contract labour relating to work of manual labour in the present case the dispute is admitted and proved by the claimant and not controverted by the CPWD. In the above

context concerned person Sanjay Kumar, as held by the Apex Court in **Devinder Singh V. Municipal Council Sanaur (2011) 6 SCC 584** held, a contract labour falls within the definition 'workman'.

27. The contractor (employer of the workman) is in business of doing the work entrusted to him, deploying his contract labours in the premises of the principal employer CPWD, which comes within the definition of Industry as defined in SCC 2(j) of the I.D. Act.

2(j):- "*industry*" means any business, trade, undertaking, manufacture or calling of employers and includes any calling, service, employment, handicraft, or industrial occupation or avocation of workmen.

In view of the provision referred hereinabove the contract labour Sanjay Kumar would be treated as workmen in relation to industrial dispute if any.

The Dispute

28. The service of the concerned workman is explained by the CPWD to have been terminated by the contractor for the reason of an incident of 'eve teasing' complained against him by a lady of the neighbouring house of the locality where the workplace (the Garden) situated. The termination of the service of a workman is defined as 'Retrenchment' under Section 2(oo) of the I.D. Act where runs as under 2(oo):-

2(oo) - "*retrenchment*" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-

(a) *voluntary retirement of the workman; or*

(b) *retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or*

(bb) *termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or.*

(c) *termination of the service of a workman on the ground of continued ill-health.*

29. It is not the case of the CPWD that the termination of the service of the workman falls under any of the exception of the Sec.2(oo) therefore it would not be wrong to say that the workman Sanjay Kumar is retrenched from the service on 13.04.2016 may come within the ambit of 'Industrial Dispute' and accordingly contract labour can raise such Dispute before the Tribunal in the manner prescribed under the I.D. Act if the same could be transformed in to "Industrial Dispute" in accordance with law.

30. 'Industrial Dispute' is defined in Section(k) of the I.D. Act which runs as under:-

"industrial dispute" means any dispute or difference between employers and employees, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person.

In view of the above provision when the contract labour employed by the contractor for the work interested by the CPWD, is his employee and had complaint against his employer (the contractor) with regard to his removal (termination) from such contractual employment and other terms and conditions of labour, he has an actionable Industrial Dispute not only against the contractor but also the principle employer CPWD.

Individual Dispute and Industrial Dispute

31. Though the Section 2(k) of the I.D. Act is incorporated in such language to cover widely a dispute between the employer and a single workman the Supreme **Court in Central Provinces Transport Service Ltd V. Raghunath Gopal Pathwardhan (AIR 1957 SC 104,109)** has held that the scheme of the I.D. Act appears to contemplate that the machinery provided under the Act should be in motion to settle only such disputes as involve the right of the workmen as a class and not a dispute touching the individual rights of a workman. In **D.N. Banerjee V. P.R. Mukherjee (1952) 2SCC 619 AIR 1953 SC 58 (61)** the Apex Court further held that the Dispute must be such as would affect large group of workmen and employer ranged on opposite sides. The 'Dispute' or 'Difference' must be real and not imaginary or ideological. As it is specified in the definition itself the Dispute must relate to employment, non-employment or conditions of labour. In **D.N. Banerjee's Case (Supra)** and **"Bombay Union of Journalists V. The 'Hindu', Bombay AIR 1963 SC 318** held, the applicability of the I.D. Act to an 'Individual Dispute', as distinguished from a 'Dispute' involving a group of workmen in excluded, unless the workmen as a body, or a considerable Section of them make common cause with the Individual Workman.

32. Here in the present case there is neither pleading nor evidence on record to show that the Dispute as after raised relating to the regularisation and equal wages etc. the termination of employment of the concerned workman is common with other workmen working as contract labour likely circumstanced and employed through the contractor in the park/playground of the CPWD. The admitted case of claimant union is the cause of "sole contract labour" (The Workman Sanjay Kumar) undoubtedly the Dispute raised for and on behalf of the workman concerned is 'Individual Dispute' with his contractor in nature. Even the claimant union has viewer raised voice against the illegal employment through the contractor in CPWD after the CLRA Act came into force for and on behalf of its member the workmen.

33. When the reference is received, the Tribunal commenced the proceeding in respect of the Dispute then the management CPWD raised two preliminary objection first, the Disputes an Individual Dispute and Second the reference is not maintainable for the want of espousal by the union or by a body of appreciable number of the workmen of the establishment. By virtue of the judicial verdicts the said preliminary objection are therefore being decided with the final disposal of the reference.

Individual Dispute when become Industrial Dispute

34. The 'Individual Dispute' with regard to the termination of employment of a Single Contract labour by the contractor who had to perform the work entrusted by CPWD, is raised by the Claimant Union (CPWD Majdoor Union) through it's General Secretary (the A.R of the workmen) before the conciliation officer and sought reference of the dispute to this Industrial Tribunal. In the present case there is no pleading in the statement of claim filed by the claimant union that the claimant labour union whether registered or unregistered and recognized labour union for CPWD. Whether the concerned workman is member of the claimant union, or of any other labour union of the same establishment or member of any of the labour union, the list of members workmen is also not placed on record of the case. No resolution passed by the executive body of the union or body of workmen in considerable number of member of the establishment (CPWD) is placed on record. Even no evidence oral or documentary in this regard is adduced before the Tribunal. Moreover there is a complete lack of pleading and evidence both as to whether the claimant union themselves is directly and subsequently interested in the dispute.

35. In *Bombay Union of Journalists V. 'Hindu'*, *Bombay 1962(3) SCR 893* the Apex Court in clear terms laid down the test of an industrial dispute whether at the date of the reference the dispute was taken up and supported by a union, or by an appreciable number of workmen. There being no doubt if the union having taken up the cause of the workman concerned before the reference, but it is not established by evidence on record of the case before the tribunal that the workmen made representation to it and/or the executive body of the union made any resolution authorising the office bearers of the union to initiate proceeding before the conciliation officer, in accordance of which the General Secretary initiated the proceeding before the conciliation officer. In these circumstances it is not possible to appreciate how the claimant union made the espousal of the dispute which was individual to convert into an Industrial Dispute.

36. In *J.H. Jadhav vs M/S. Forbes Gokak Ltd (2005) 3SCC 2002* relying on it's earlier decision in *Workmen V. Dharam Pal Premchand (Saughandhi) (1965) 3SCR 394: AIR 1966 SC 182*. The Apex Court held, 'Locus Classicus' is decision of Apex Court, where it was held, for the purpose of Sec.2(k) it must be shown that:-

The definition of "Industrial Dispute" in Section 2(k) of the Act shows that an Industrial Dispute means any dispute or difference between an employer and employers or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of the employment or with the condition of labour, of any person. The definition has been the subject matter of several decisions of this Court and the law is well settled. The locus classicus is the decision in Workmen of M/s. Dharampal Premchand(Saughandhi) Vs. M/s. Dharampal Premchand (Saughandhi)(Supra) where it was held that for the purposes of Section 2(k) it must be shown that (1) the dispute is connected with the employment or non employment of a workman. (2) the dispute between a single workman and his employer was sponsored or espoused by the Union of workmen or by a number of workmen. The phrase "the union" merely indicates the Union to which the employee belongs even though it may be a Union of a minority of the workmen. (3) the establishment had no union on its own and some of the employees had joined the Union of another establishment belonging to the same industry. In such a case it would be open to that Union to take up the cause of the workmen if it is sufficiently representative of those workmen, despite the fact that such Union was not exclusively of the workmen working in the establishment concerned. An illustration of what had been anticipated in Dharam Pal's case is to be found in the Workmen of Indian Express Newspaper (Pvt.) Ltd. Vs. Management of Indian Express Newspaper Private Ltd. AIR 1970 SC 737 where an 'outside' union was held to be sufficiently representative to espouse the cause.

37. In *Workmen of Indian Express (P) Ltd. vs The Management (1969) 1 SCC 228* in Para-7 the Apex Court held relying upon its decision in *Central Provinces Transport Services Ltd V. Raghunath Gopal Patwardhan 1956 SCR 956* noted that

*The next question is whether the cause of a workman in a particular establishment in an industry can be sponsored by a union which is not of workmen of that establishment but is one of which membership is open to workmen of other establishments is that industry. In Central Provinces Transport Services Ltd. v. Raghunath Gopal Patwardhan (1956 SCR 956), this court noted that decided cases in India disclosed three views as to the meaning of an industrial dispute: (1) a dispute between an employer and a single workman cannot be an industrial dispute, (2) it can be an industrial dispute, and (3) it cannot per se be an industrial dispute but may become one if taken up by a trade union or a number of workmen. After discussing the scope of industrial dispute as defined in Section 2(k) of the Act it observed that the preponderance of judicial opinion was clearly in favour of the last of the three views and that there was considerable reason behind it. In the Newspapers Ltd. v. The State Industrial Tribunal, U.P. (1957 SCR 754), the third respondent was employed as a lino typist by the appellant company. On an allegation of incompetence, he was dismissed from service. His case was not taken up by any union of workers of the appellant company, nor by any of the unions of workmen employed in similar or allied trades. But the U.P. Working Journalists Union, Lucknow, with which the third respondent had no concern, took the matter to the Conciliation Board. On a reference being made to the Industrial Tribunal by the Government the legality of that reference was challenged by the appellant company on the ground that the said dispute could not be treated as an industrial dispute under the U.P. Industrial Disputes Act, 1947, which defined by Section 2 an industrial dispute as having the same meaning assigned to it in Section 2(k) of the Central Act. This court upheld the contention observing that the notification referring the said dispute proceeded on an assumption that a dispute existed between the employer and "his workmen", that Tajammul Hussain, the workman concerned, could not be described as "workman" nor could the U.P. Working Journalists Union be called "his workman" nor was there any evidence to show that a dispute had got transformed into an industrial dispute. The question whether the union sponsoring a dispute must be the union of workmen in the establishment in which the workman concerned is employed or not had not so far arisen. It seems such a question arose for the first time in the case of **Bombay Union of Journalists v. The Hindu, Bombay (supra)**. The decision in that case laid down - (1) that the Industrial Disputes Act excluded its application to an individual dispute as distinguished from a dispute involving a group of workmen unless such a dispute is made a common cause by a body or a considerable section of workmen and (2) the members of a union who are not workmen of the employer against whom the dispute is sought to be raised cannot by their support convert an individual dispute into an industrial dispute. Persons who seek to support the cause must themselves be directly and substantially interested in the dispute and persons who are not the employees of the same employer cannot be regarded as so interested. The court held that the dispute there being prima facie an individual dispute it was necessary in order to convert it into an industrial dispute that it should be taken up by a union of the employees or by an appreciable number of employees of Hindu, Bombay. The Bombay Union of Journalists not being a union of the employees of the Hindu, Bombay, but a union of all employees in the industry of journalism in Bombay, its support of the cause of the workman concerned would not convert the individual dispute into an industrial dispute. The members of such a union cannot be said to be persons substantially and directly interested in the dispute between the workman concerned and his employer, the Hindu Bombay. But in **Workmen v. M/s. Dharampal Premchand**, this court, after reviewing the previous decisions, distinguished the case of Hindu, Bombay and held that notwithstanding the width of the words used in Section 2(k) of the Act a dispute raised by an individual workman cannot become an industrial dispute, unless it is supported either by his union or in the absence of a union by a number of workmen, that a union may validly raise a dispute though it may be a minority union of the workmen employed in an establishment, that if there was no union of workmen in an establishment a group of employees can raise the dispute which becomes an industrial dispute even though it is a dispute relating to an individual workman and lastly that where the workmen of an establishment have no union of their own and some or all of them have joined a union of another establishment belonging to the same industry, if such a union takes up the cause of the workman working in an establishment which has no union of its own, the dispute would become an industrial dispute if such a union can claim a representative character in a way that its support would make the dispute an industrial dispute.*

38. The decisions of the Apex Court in *State of Bihar v. Kripuashower Jaiswal (supra)* referred in support of his argument by the AR of the workmen does not relate with the transformation of individual dispute into one industrial dispute hence, not applicable on the circumstance of the present case.

39. The General Secretary of the claimant union who filed the statement of claim has not produced himself as witness to prove the fact of espousal of the Individual Dispute of the single workman as against the CPWD by placing and proving the minutes of the meeting of executives of the union and the resolution authorising him to initiate the proceeding, therefore the claimant union remained unsuccessful in establishing it having

representative character for espousal of the Dispute so as to transform the same from Individual Dispute to Industrial Dispute.

40. In view of the above discussion the claimant Labour Union 'CPWD Mazdoor Union' is not found to have espoused the Dispute of the concerned workman so as to transform the same to an Industrial Dispute under Section 2 (k) Industrial Dispute Act.

Termination of the Employment of the 'Workman' concerned if Retrenchment under the I.D. Act.

41. In the present case though the 'concerned workman' is said to have been in employment as contract labour since 20.11.2000 and in the reference made to this tribunal for adjudication is stated 20.11.2010 but the claimant labour union neither placed any documentary evidence or oral witness to prove the concerned workman's entry in employment as contract labour of a contractor on any of the two aforesaid dates. However, the tribunal adheres itself with the date stated in the 'reference' so as to restrain itself from traversing beyond the scope of the reference, no evidence is brought on record to prove the date of initial entry in employment 20.11.2010 as stated in the reference. In the judgments of Apex Court in *"State of Uttarakhand V. Sureshwati 2021 (168) FLR 488 (SC) and Bengar Nagpur Cotton Mills, Rajnandgaon V. Bharat Lala and others (2011) 1 SCC 635* it is held that "onus is upon the workman to establish his relation with the employer on the basis of number of days he has served lies heavily upon the workman".

42. In the preceding Paras of this award, relating to 'Evidences' by the claimant this tribunal has already recorded its view on the basis of three sheets of attendance register (Annexed in Colly) which are proved in the oral evidence of the workman and the non rebuttal of the fact of commencement of the concerned workman's employment under the contractor 'Virendra Kumar' pleaded in the written statement of the management (CPWD) with details of his contract having been in employment from 01.01.2016 to 30.04.2016 only. In the context of the above pleaded and proved facts by the parties to the Industrial Dispute case it would be pertinent to look the provision relating to the Termination of Service of a workman which is termed under the I.D. Act as Retrenchment defined in Section 2 (oo): -

Section 2 (oo): - "retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include-

- (a) *voluntary retirement of the workman; or*
- (b) *retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or*
- (bb) *termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or.*
- (c) *termination of the service of a workman on the ground of continued ill-health.*

42. It is not admitted by the Management (CPWD) that the concerned workman is directly employed by him but the admitted case of the parties is that the employment of the concerned workman was ceased off by removal (termination) from service on 13.04.2016.

43. In *K.V. Anil Mithra & Another V. Sree Sankaracharya University of Sanskrit & Another* the Apex Court in Para 22,23,24 &25 held as under: -

22:- *The term 'retrenchment' leaves no manner of doubt that the termination of the workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action are being termed as retrenchment with certain exceptions and it is not dependent upon the nature of employment and the procedure pursuant to which the workman has entered into service. In continuation thereof, the condition precedent for retrenchment has been defined under Section 25F of the Act 1947 which postulates that workman employed in any industry who has been in continuous service for not less than one year can be retrenched by the employer after clauses (a) and (b) of Section 25F have been complied with and both the clauses (a) and (b) of Section 25F have been held by this Court to be mandatory and its non-observance is held to be void ab initio bad and what is being the continuous service has been defined under Section 25B of the Act 1947. It may be relevant to quote Section 25B and clause (a) and (b) of Section 25F of the Act 1947 which are reproduced as under: 25B. Definition of continuous service.- For the purposes of this Chapter (1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be*

interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman; (2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer— (a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than— (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and (ii) two hundred and forty days, in any other case; (b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than— (i) ninety-five days, in the case of a workman employed below ground in a mine; and (ii) one hundred and twenty days, in any other case. Explanation. — For the purposes of clause (2), the number of days on which a workman has actually worked under an employer shall include the days on which— (i) he has been laid-off under an agreement or as permitted by standing orders made under the Industrial Employment (Standing Orders) Act, 1946 (20 of 1946), or under this Act or under any other law applicable to the industrial establishment; (ii) he has been on leave with full wages, earned in the previous years; (iii) he has been absent due to temporary disablement caused by accident arising out of and in the course of his employment; and (iv) in the case of a female, she has been on maternity leave; so, however, that the total period of such maternity leave does not exceed twelve weeks.] 25F. Conditions precedent to retrenchment of workmen.- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until— (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice; (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay [for every completed year of continuous service] or any part thereof in excess of six months; and (c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette].

23:- *The scheme of the Act 1947 contemplates that the workman employed even as a daily wager or in any capacity, if has worked for more than 240 days in the preceding 12 months from the alleged date of termination and if the employer wants to terminate the services of such a workman, his services could be terminated after due compliance of the twin clauses (a) and (b) of Section 25F of the Act 1947 and to its non-observance held the termination to be void ab initio bad and so far as the consequential effect of non-observance of the provisions of Section 25F of the Act 1947, may lead to grant of relief of reinstatement with full back wages and continuity of service in favour of retrenched workman, the same would not mean that the relief would be granted automatically but the workman is entitled for appropriate relief for non-observance of the mandatory requirement of Section 25F of the Act, 1947 in the facts and circumstances of each case.*

24:- *The salient fact which has to be considered is whether the employee who has been retrenched is a workman under Section 2(s) and is employed in an industry defined under Section 2(j) and who has been in continuous service for more than one year can be retrenched provided the employer complies with the twin conditions provided under clauses (a) and (b) of Section 25F of the Act 1947 before the retrenchment is given effect to. The nature of employment and the manner in which the workman has been employed is not significant for consideration while invoking the mandatory compliance of Section 25F of the Act 1947.*

25:- *This can be noticed from the term 'retrenchment' as defined under Section 2 (oo) which in unequivocal terms clearly postulates that termination of the service of a workman for any reason whatsoever provided it does not fall in any of the exception clause of Section 2(oo), every termination is a retrenchment and the employer is under an obligation to comply with the twin conditions of Section 25F of the Act 1947 before the retrenchment is given effect to obviously in reference to such termination where the workman has served for more than 240 days in the preceding 12 months from the alleged date of termination given effect to as defined under Section 25B of the Act.*

44. A constitution Bench of the Supreme Court in '**Punjab Land Development and reclamation Corporation Ltd. Chandigarh V. Presiding Officer**' Lab Labour Court Chandigarh and others 3 SCC 682, the Apex Court Held: -

14: - *The precise question to be decided, therefore, is whether on a proper construction of the definition of "retrenchment" in Section 2(oo) of the Act, it means termination by the employer of the service of a workman as surplus labour for any reason whatsoever, or it means termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, and those expressly excluded by the definition. In other words, the question has to be decided is whether the word "retrenchment" in the definition has to be understood in its narrow, natural and contextual meaning or in its wider literal meaning.*

45. On the basis of case laws cited herein above, undoubtedly, from proved fact, the service of the workman had been terminated, it will be termed to be a retrenchment under Section 2 (oo) of the I.D. Act because it does not fall under any of those excepted situation under the said Section. He was contract labour employed by the contractor 'Virendra Kumar' to whom the work of maintenance of one playground/Green belt (Garden of 'Pushpvihar' was given under the contract between contractor and the CPWD for the period 2016-2017 for one year commencing from the date of contract.

46. It has already been viewed by this tribunal that the concerned workman was a workman as defined in Section 2 (s) of the I.D. Act, as such workman his service was terminated by the contractor who employed him may amount retrenchment as defined in Section 2 (oo). In the particular circumstance of the present case the CPWD being the principal employer, in the absence of the 'contractor' by reason of his non impleadment in the case though necessary party, explained on his behalf on the basis of explanation sought from him to submit before the conciliation officer prior to the reference is made by the Appropriate Government to this tribunal, that the concerned workman on the police complaint lodged by a woman of neighbouring House in the locality of the workplace (Pushpvihar Playground & Garden) dated 21.03.2016, against him of eve teasing, removed from the work of maintenance and employment also from the work running there to perform the work given to the contractor by the CPWD and the work was kept continuing with rest of the contract labour to perform within targetted time.

47. The tribunal shall not go to investigate and find out against the incident of the concerned workman or to probe why his service was terminated while adjudicating the dispute under the I.D. Act, for the simple reason it would be have effect, if done so, to go beyond the scope of reference. Moreover the Apex Court in **Punjab Land Development and Reclamation Corporation (supra)** case in para 14 (quoted in the preceding para) has cleared, that termination for any reason whatsoever under section 2(oo) may be in contextual meaning of a case termination of any reason otherwise than as a punishment inflicted by way of disciplinary action.

48. In Para 30 of the **K.V. Anil Mithra vs. Sree Shankaracharya University of Sanskrit and another (CA No.9067 of the 2014)** decided on 27th October 2021 the Apex Court has observed. In every retrenchment the employer is not under any obligation with the twin conditions referred to under clauses (a) and (b) of Section 25F of the Act but in a case where the workman has been in continuous service for more than 240 days in the proceeding 12 months before the alleged date of termination as contemplated under Section 25 B, the employer is under an obligation to comply with the twin condition referred to under clauses (a) and (b) of Section 25F of the Act 1947.

49. In the facts and circumstances found proved on evidence, it can not be said that the concerned workman had completed 240 days in service as contract labour within 12 months preceding the alleged date of his termination from service by the contractor. Moreover, he had not successfully stood on his case of having been in service of various contractors as contract labour right from 20.11.2000, and more particularly since 20.11.2010 (the date of entry in employment as contract labour) referred in the reference made to this tribunal by the appropriate government). None of contractors under whom the concerned workman alleges to have worked as contract labour for doing the work of CPWD or any other establishment is named, detailed and described in material and specific terms and is/are not impleaded in the claim statement before the tribunal. Nothing has been pleaded and proved beyond and contrary to the admitted and established fact proved on evidence also that the workman concerned has not even worked for 240 days in 12 months preceding his termination on 13.04.2016.

50. In the above context the finding of the Apex Court in the case of **Bharat Sancharnigam Ltd. V. Bhurumal 2014 (7) SCC 177** are relevant on the question of appropriate relief, the workman may be entitled with regard to the non compliance of Section 25F of the I.D. Act, they are quoted here under:-

25(F) Conditions precedent to retrenchment of workmen. - No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2[for every completed year of continuous service] or any part thereof in excess of six months; and (c) notice in the prescribed manner is served on the appropriate Government 3[or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]

51. The facts of present case of termination of service of the workman who was a contract labour when measured on the touch stone of the rationals laid down by the Apex Court in *K.V. Anil Mithra vs. Sree Shankaracharya University of sanskrit and another (Supra) and the Bharat Sarcharnigam Ltd (Supra)* the workman concerned is not entitled to the retrenchment compensation and reinstatement in service with back wages from the CPWD Management.

Whether should be treated and declared direct and regular Mali of the CPWD.

52. The Ministry of Labour Government of India formulated the first question for adjudication by this Tribunal is to the effect that whether ‘Sanjay Kumar’ the concerned workman is entitled to be treated as direct employee of CPWD alongwith all allowances and benefit equivalent to their counter parts as his employment in the category of Mali as contract labour is sham and bogus? Obviously from the facts pleaded in the claim statement the entry in service of Mali in the Pushpvihar playground and green belt garden which is one of the premises of CPWD is through the contractor. Admittedly he is not directly recruited and appointed by the CPWD through it’s process under the prescribed Service Rules and manner of selection for appointment. In evidence also the claimant witness has proved his entry in service through the contractor as contract labour.

53. According to CPWD the present matter pertains only one workman out of the seven who were engaged by the contractor in the work of maintenance in the playground/Green Belt (garden) owned and occupied by the CPWD since 01.01.2015. The concerned workman employed on contract basis by the contractor under the contract with CPWD and was working at various places since the aforesaid date. The claimant union contended that the job which this workman performed and attended to was perennial in nature as well as squarely covered under Section-10 of the CLRA Act therefore the CPWD is not supposed to employ contract labour in their establishment for the work of maintenance of garden. The work carried on by the CPWD in their Garden is permanent and perennial in nature. It is further argued that the concerned workman involved in the reference became the regular and direct employee of the CPWD and entitled to get the status of the regular worker with all consequential benefits and privileges. The claimant union has also argued that the CPWD management has it’s own direct and regular employees who do the same and similar nature of work as that done by the concerned workman. However, this workman was being paid less wages than the direct worker doing similar nature of work, therefore the concerned workman was entitled to same wages equal wages as paid to the direct workers. It is further argued that the work of the present workman was supervised, controlled and administrated by the CPWD management itself. The contractor employed by the management was proxy only. The so called contract between the CPWD management and the contractor was sham and more camauflage to deprive the concerned workman of benefits available to permanent workmen in the same category of work in the CPWD management. Therefore, the workman involved in the reference was entitled to be declared as direct and permanent workman of the CPWD management right from the date of his joining i.e. 20.11.2010 (as referred in the reference) and entitled to be reinstatement w.e.f. 13.04.2016 (the date of removal) as such with continuity in service with all consequential benefits attached to the post of permanent workman directly employed by the management.

54. The CLRA Act provides for the abolition of contract labour by the Central Government in Appropriate cases under Section 10 of the Act. Neither the act nor the rules framed by the Central Government (or by any other appropriate government) provide that upon abolition of the contract labour, the labours would be directly absorbed in the establishment which is principal employer. The SAIL Vardict constitution Bench Judgment of the Supreme Court, in *Steel Authority of India Ltd V. National Union Water Front Workers and others (2001) 7 SCCI* is an authority on this point. The relevant paras are being quoted here under :

“65. The contentions of the learned counsel for the parties, exhaustively set out above, can conveniently be dealt with under the following two issues :

A. Whether the concept of automatic absorption of contract labour in the establishment of the principal employer on issuance of the abolition notification, is implied in Section 10 of the CLRA Act; and

B. Whether on a contractor engaging contract labour in connection with the work entrusted to him by a principal employer, the relationship of master and servant between him (the principal employer) and the contract labour, emerges.

108 The next issue that remains to be dealt with is:

B. Whether on a contractor engaging contract labour in connection with the work entrusted to him by a principal employer, the relationship of master and servant between him (the principal employer) and the contract labour emerges.

120. We have also perused all the Rule and Forms prescribed thereunder. It is clear that at various stages there is involvement of the principal employer. On exhaustive consideration of the provisions of the CLRA Act we have held above that neither they contemplate creation of direct relationship of master and servant between the

principal employer and the contract labour nor can such relationship be implied from the provisions of the Act on issuing notification under Section 10(1) of the CLRA Act, a fortiori much less can such a relationship be found to exist from the Rules and the Forms made thereunder.

125. The upshot of the above discussion is outlined thus: (1) (a) Before January 28, 1986, the determination of the question whether Central Government or the State Government, is the appropriate Government in relation to an establishment, will depend, in view of the definition of the expression appropriate Government as stood in the CLRA Act, on the answer to a further question, is the industry under consideration carried on by or under the authority of the Central Government or does it pertain to any specified controlled industry; or the establishment of any railway, cantonment board, major port, mine or oilfield or the establishment of banking or insurance company? If the answer is in the affirmative, the Central Government will be the appropriate Government; otherwise in relation to any other establishment the Government of the State in which the establishment was situated, would be the appropriate Government,

(b) After the said date in view of the new definition of that expression, the answer to the question referred to above, has to be found in clause (a) of [Section 2](#) of the Industrial Disputes Act; if (i) the concerned Central Government company/undertaking or any undertaking is included therein eo nomine, or (ii) any industry is carried on (a) by or under the authority of the Central Government, or (b) by railway company; or (c) by specified controlled industry, then the Central Government will be the appropriate Government otherwise in relation to any other establishment, the Government of the State in which that other establishment is situated, will be the appropriate Government.

(2) (a) A notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour in any process, operation or other work in any establishment has to be issued by the appropriate Government : (1) after consulting with the Central Advisory Board or the State Advisory Board, as the case may be, and;

(2) having regard to

(i) conditions of work and benefits provided for the contract labour in the establishment in question; and

(ii) other relevant factors including those mentioned in sub-section (2) of [Section 10](#);

(b) inasmuch as the impugned notification issued by the Central Government on December 9, 1976 does not satisfy the afore-said requirements of [Section 10](#), it is quashed but we do so prospectively i.e. from the date of this judgment and subject to the clarification that on the basis of this judgment no order passed or no action taken giving effect to the said notification on or before the date of this judgment, shall be called in question in any tribunal or court including a High Court if it has otherwise attained finality and/or it has been implemented.

(3) Neither Section 10 of the CLRA Act nor any other provision in the Act, whether expressly or by necessary implication, provides for automatic absorption of contract labour on issuing a notification by appropriate Government under sub-section (1) of [Section 10](#), prohibiting employment of contract labour, in any process, operation or other work in any establishment. Consequently the principal employer cannot be required to order absorption of the contract labour working in the concerned establishment;

(4) We over-rule the judgment of this court in Air Indias case (supra) prospectively and declare that any direction issued by any industrial adjudicator/any court including High Court, for absorption of contract labour following the judgment in Air Indias case (supra), shall hold good and that the same shall not be set aside, altered or modified on the basis of this judgment in cases where such a direction has been given effect to and it has become final.

(5) On issuance of prohibition notification under Section 10(1) of the CLRA Act prohibiting employment of contract labour or otherwise, in an industrial dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is found to be not genuine but a mere camouflage, the so-called contract labour will have to be treated as employees of the principal employer who shall be directed to regularise the services of the contract labour in the concerned establishment subject to the conditions as may be specified by it for that purpose in the light of para 6 hereunder.

(6) If the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the concerned establishment has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of any establishment and where in such

process, operation or other work of the establishment the principal employer intends to employ regular workmen he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary, by relaxing the condition as to maximum age appropriately taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications.

55. Hon'ble Apex Court in the case of *Kirloskar Brothers Ltd V. Ramcharan and others (Civil Appeal No. R446-R447 of 2022)* beside on 5th December 2022 in Para 4.1 as held that there is no provision under section 10 of the CLRA Act that the workers/employees by the contractor automatically become the employees of the appellant and the employees of the contractor shall be entitled for automatic absorption and are they become the employees of the principal employer considering the SAIL Verdict (Supra) framed two Questions for consideration.

A whether the concept of automatic absorption of contract labour in the establishment of the principal employer on issuance of the abolition notification is employed in Section 10 CLRA Act, and

B whether a contractor engaging contract labour in connection with the work entrusted to him by a principal employer, the relationship of master and servant between him (The Principal) and the contract labour emerges.

56. The Apex Court gone through the entire Para-125 of the SAIL Verdict summarized in Para-4.5 as follows:-

Thus, as observed and held by this court, neither Section-10 of the CLRA Act nor any other provision in the Act, expressly or by necessary implication, provides for automatic absorption Government under sub-section (1) of Section-10, prohibiting employment of contract labour, in any process, operation or any other work in any establishment and consequently, the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned. It has further been observed and held by this Court in the aforesaid decision that on issuance of prohibition notification under Section-10(1) of the CLRA Act, prohibiting employment of contract labour or otherwise, in case of an Industrial Dispute brought before it by any contract labour in regard to conditions of service, the industrial adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment or for supply of contract labour for work of the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance with various beneficial legislations so as to deprive the workers of the benefits thereunder.

57. In the present matter before the Tribunal the case of the claimant union does not pertain to any notification issued by the Central Government (Appropriate Government) under Section-10 (1) of the CLRA Act prohibiting employment of contract labour in the category of work in the CPWD, in which the concerned workman was engaged. It is not pleaded anywhere in the statement of claim submitted before the tribunal by the claimant union. Even no averment to the effect that whether the work performed by the workman concerned if and how perennial in nature, whether it is done through the regular workmen in the establishment and whether it is sufficient to employ considerable number of the full time workmen and whether the work was incidental to and necessary for the Industry Section-10 of the CLRA Act being relating to the issue is extracted here under: -

"Section-10" Prohibition of employment of contract labour.-(1)Notwithstanding anything contained in this Act, the appropriate Government may, after consultation with the Central Board or, as the case may be, a State Board, prohibit, by notification in the Official Gazette, employment of contract labour in any process, operation or other work in any establishment. (2) Before issuing any notification under sub-section (1) in relation to an establishment, the appropriate Government shall have regard to the conditions of work and benefits provided for the contract labour that establishment and other relevant factors, such as-

(a) whether the process, operation or other work is incidental to, or necessary for the industry, trade, business, manufacture or occupation that is carried on in the establishment;

(b) whether it is of perennial nature, that is to say, it is so of sufficient duration having regard to the nature of industry, trade, business, manufacture or occupation carried on in that establishment;

(c) whether it is done ordinarily through regular workmen in that establishment or an establishment similar thereto;

(d) whether it is sufficient to employ considerable number of whole-time workmen.

Explanation. - If a question arises whether any process or operation or other work is of perennial nature, the decision of the appropriate Government thereon shall be final.

58. In the present case neither any notification under Section-10(1) of CLRA Act has been issued prohibiting the contract labour nor there are pleading as to which kind of alleged wrongs or short coming by reason of which and/or even findings to the effect that the contract is Sham and bogus and/or camouflage. More over the alleged fact of supervision and control by the principal employer is not proved on evidences adduced before the tribunal by the workman so far as the contractor who engaged the workman in concerned was proved the pay master for the payment of salary and had also not been negated by any documentary or oral evidence.

59. In *Bharat Heavy Electricals Ltd V. Mahendra Prasad Jakhmola (Supra)* the Industrial Dispute referred to the Industrial Tribunal was to the following effect: -

Whether termination of services of workman Sh. Mahendra Prasad Jakhmola, helper by the employer, with effect from 13.11.2001 is justified and/or as per law? If not, what benefit/relief the concerned workman is entitled for and with what other a relief?

The labour court by an award dated 01.11.2009 held referring to a notification dated 24.04.1990 under the CLRA Act that the workmen will not be deployed to do the work mentioned in the notification. It was also held on the basis of admission by the employers representative that the supervision, superintendence and administrative control of the workman was with the principal employer.

60. The present case admittedly does not involve any notification under Section 10(1) for the abolition of contract labour and prohibition in any category of work with regard to the CPWD. The Apex Court in the case of BHEL(Supra) gone through the entire pleading and evidences laid by the workman and observed that, 'it is clear that the labour court has arrived at a conclusion which no reasonable person could possibly arrived and it could had said that 'undisputedly', the labour that was employed through contractor were performing identical duties as regular employees and that, therefore, without any evidence, it can be said that they were under the control, Management and Guidance of BHEL, secondly, when it said that alleged contracts that were awarded in favour of contractors and how many labours, in what type of work etc. where asked for not furnished, is also directly contrary to evidence laid on behalf of the BHEL in which such documents were specifically provided.

Lastly considering the earlier decisions of the Apex Court in *Balwant Rai Saluja V. Air India Ltd (2014) Supra* Para-65 (which is referred herein below in succeeding paras) held there is nothing on facts to show that the contract labour that is engaged, even *dehors* a provisional notification, is in the facts of this case sham. The appeal in the case before Hon'ble Apex Court is allowed. Setting aside the labour court awards.

61. Explaining the expression "Control and Supervision" the Apex Court in the case of *International Airport Authority of India V. International Air Cargo workers and another (2009) 13 SCC 374* in Para 38 & 39 of the judgement laid down the tests to find out that in fact there is a direct employment. It has further been observed in Para 38 & 39 as under:-

"38" The tests that are applied to find out whether a person is an employee or an independent contractor may not automatically apply in finding out whether the contract labour agreement is a sham, nominal and is a mere camouflage. For example, if the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer, if the salary is paid by a contractor, if the right to regulate the employment is with the contractor, and the ultimate supervision and control lies with the contractor.

"39" The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/allotted/sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned/allotted to the principal employer or used otherwise. In short, worker being the employee of the contractor, the ultimate supervision and control lies with the contractor as he decides where the employee will work and how long he will work and subject to what conditions. Only when the contractor assigns/sends the worker to work under the principal employer, the worker works under the supervision and control of the principal employer but this is secondary control. The primary control is with the contractor.

62. Further in the case of *Balwant Rai Saluja and another V. Air India Ltd. and others (Supra)* the above cited view of the law has been relied in Para 65 as under:-

"65" The Vodafone case (supra), further made reference to a decision of the US Supreme Court in *United States v. Best foods* [141 L Ed 2d 43: 524 US 51 (1998)]. In that case, the US Supreme Court explained that as a general principle of corporate law a parent corporation is not liable for the acts of its subsidiary. The US Supreme Court went on to explain that corporate veil can be pierced and the parent company can be held liable for the conduct of its subsidiary, only if it is shown that the corporate form is misused to accomplish certain wrongful purposes, and further that the parent company is directly a participant in the wrong complained of.

Mere ownership, parental control, management, etc. of a subsidiary was held not to be sufficient to pierce the status of their relationship and, to hold parent company liable.

63. In *Nil Giri Co-op. Marketing Society Ltd V. State of Tamilnadu 2004 last suit (SC) 142* the Apex Court has observed as under.

It is submitted by the Respondents- Unions that, the documents executed between petitioner and the Contractors are bogus, sham, concocted, fraudulent and inadmissible in evidence. The same have been prepared to avoid the statutory liability to give permanency benefits to these workmen and to deprive them of their legitimate rights of equal work equal pay at par with the permanent employees of the petitioner. They submitted that, many alleged contractors have come and gone in last 20 years but the concerned workmen involved in the Reference have been continued in service. Had these concerned workmen been the employees of somebody else, their service would have been terminated at the time of changing the contractor and or terminating the earlier alleged contracts with the contractors.

The learned counsel for the Unions contended that though the notification dated 9th December, 1976 may have been abolished, however the notification dated 30th January, 1996 is very much in existence. The said notification is in respect of the Petitioner Company. The said notification covers the workers in this petition who are working in the establishment of the Petitioner. Though, the members of the Respondents are covered by the notification dated 30th January, 1996, however, in breach of this notification, the petitioner continues to employ contract labour including the workmen concerned with this petition. Out of the 37 employees, 21 are working as a valve operator, 13 are working in housekeeping in plant area and 3 are working as helpers (Maintenance), all of which as per the 1996 notification are prohibited jobs. The employment of contract labour in specified jobs was prohibited as per the notification w.e.f. 01st March, 1996, yet the Petitioner continues to treat the workmen concerned as contract labour. The learned counsel for the Respondents submitted that nowhere in the evidence, the petitioner has denied that the workmen concerned are not squarely covered by the notification dt. 30th January, 1996.

64. In the General Manager(OST), *Bengal Nagpur Cotton Mills, Rajnand Gao V. Bhart Lala and another (2011)(1) SCC 635* it was held that the well recognised test of ‘control and supervision’ is explained in Para 12 as follows:-

The expression “Control and Supervision” in the context of contract labour was explained by this court in International Airport Authority of India V. International Air Cargo Workers’ union thus: (SCC p. 388, paras 38-39.

“38. if the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by a contractor, if the right to regulate the employment is with the contractor, and the ultimate supervision and control lies with the contractor.

39. The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/ allotted/ sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned / allotted to the principal employer or used otherwise. In short, worker being the employee of the contractor, the ultimate supervision and control lies with the contractor as he decides where the employee will work and how long he will work and subject to what conditions. Only when the contractor assigns / sends the worker to work under the principal employer, the worker to works under the supervision and control of the principal employer but that is secondary control.”

65. From this judgment it is clear that when it is proved in a case that the contractor pays the workman their wages secondly the principal employer cannot be said to control and supervise the work of the employees merely because he directs the workman of the contractor ‘what to do’ after the contractor assigns/allots the employee to the principal employer. Precisely it explains the supervision and control of the principal employer that is secondary in nature as such control is exercised only after such workman has been assigned to the principal employer do a particular work. In the proved and admitted circumstances of the case in hand the contractor retained control and supervision over the workman to whom he employed to the work entrusted to him by the principal employer under the contract between them.

66. In the case of entering into contract between principal employer and the contractor to whom the work is allotted by the principal contract employer to be done through the ‘contract labours’ employed by him for a category of work under the said contract the Industrial adjudicator may have the occasion to decide whether it is sham and camouflage, only when the concerned contractor (s) are impleaded in the claim before it. The description and details of such contractor must be specifically pleaded in the claim with his impleadment. The burden of pleading in this regard lies on the claimant union and the workman heavily. If would have been is

done, then only the tribunal could have find itself in a position to force the management to produce the relevant document relating to the concerned 'contract' alleged to be sham and camouflage on the facts of the case. To declare illegal, void, sham and camouflage a non existent contract before it, the tribunal is not competent to give an omnibus finding for all contracts which had been or existing between the principal employer and the contractor irrespective of pre require conditions under Section 10 of the CLRA Act. The claim of the present case is almost speculative and uncertain with regard to which of the contractors and for which period they entered into the contract with CPWD for which category of work to be done. The pleading is vague and uncertain basing the claim before the tribunal on the misconception of an omnibus prohibition of works to be done through the 'contract labours' for all kinds and categories of work in the establishment, simply for the only reason of the enactment of CLRA Act 1970 and Rules of 1971 framed thereunder. The present case is not relating to any contract between the principal employer (CPWD Management) and the concerned contractor whose contract labour was employed to do the work allotted to the contractor under such contract despite prohibition notification, if any issued by the Central Government, prohibiting contract labour in a particular category of works or categories of work in the establishment CPWD. Except the enactment of the CLRA Act no other ground for declaring the 'contract' Sham, is pleaded and proved in the claim before the Tribunal viz the availability of vacant post in CPWD, the non recruitment of regular and direct workmen by it and to save the expenses and statutory wages payable to the workers on their regular recruitment, entering into the contract with contractor to perform the 'core activity' of the establishment through contract labours, description and number of similarly circumstanced contract labours in the claim etc. It is not denied that payment in the bank account of the workman and other 6 contract labours like him were not made by the contractor. The allegation of paying below the minimum wages though pleaded but without evidence of person/authority who was paying so, whether the principal employer or the contractor. When the CPWD with all certainty asserted in it's written statement that the master payer was the 'contractor' and no complaint of paying less than minimum wages received by the management at any point of time, the same is neither rebutted through the rejoinder nor proved in evidence by the workman.

67. There is no ground legally or factually pleaded and/or proved by the claimant and workman to whereupon the contract may be declared and adjudicated by this Tribunal to be sham and mere camouflage.

68. The number of contract labours employed the CPWD or the contractor to do the work entrusted by the CPWD is necessary to describe with complete detail in the claim statement so as to attract the applicably of the CLRA Act order the subject matter of the present case. The section 1 (4) & (5) of the CLRA Act provides:-

"1.(4) It applies-

(a) to every establishment in which twenty or more workmen, art employed or were employed on any day of the preceding twelve months as contract labour.

(b) to every contractor who employs or who employed on any day of the preceding twelve months twenty or more workmen.

Provided that the appropriate Government may, after giving not less than two months' notice of its intention so to do, by notification in the Official Gazette, apply the provisions of this Act to any establishment or contractor employing such number of workmen less than twenty as may be specified in the notification.

1.(5) (a) *It shall not apply to establishments in which work only of an intermittent or casual nature is performed.*

(b) If a question arises whether work performed in an establishment is of an intermittent or casual nature, the appropriate Government shall decide that question after consultation with the Central Board or, as the case may be, a State Board, and its decision shall be final.

Explanation.-*For the purpose of this sub-section, work performed in an establishment shall not be deemed to be of an intermittent nature-*

(i) if it was, performed for more than one hundred and twenty days in the preceding twelve months, or
(ii) if it is of a seasonal character and is performed for more than sixty days in a year".

69. The facts and circumstances proved and admitted in evidence by the parties to the 'dispute' establish that the contractor who was entrusted by the CPWD the job work of maintenance of Garden/Playground of Pushpvihar had employed a total number of 7 contract labours including the concerned workman Sanjay Kumar in the proved period of his employment commencing from 01.01.2016 upto the date of his termination 13.04.2016. It is not pleaded and proved whether CPWD had also employed the contract labour in addition to those employed by the contractor 'Virendra Kumar' and if yes, then how many contract labours. As such in the present case the subject matter does not find applicability of the CLRA Act.

1. Admittedly, there is no notification of prohibition under Section 10 (1) of the CLRA Act issued by the Appropriate Government (the Central Government) in respect of the management (CPWD) prohibiting employment of contract labour in any process, operation or other work in CPWD.
2. Maintenance of Garden is not a 'work' which may be treated as the core activity of the management (CPWD), moreover, the appropriate government has not declared the same as the work of perennial nature. The said work comes within the ambit to the other works entrusted to the CPWD by the government.
3. The 'work' of maintenance of playground/green belt in Pushpvihar was the subject matter of contract between the CPWD and the contractor.
4. The contractor to whom the CPWD entrusted the said work under a contract was selected in due course of inviting open tenders and after scrutiny of the lowest bid the successful contractor was asked to fulfill the tenders of executions of the contract.
5. For the year 2016-2017 the contractor so selected was 'Virendra Kumar' as pleaded in written statement by the management which remained un rebutted by the claimant by way of rejoinder to the written statement or proved otherwise in the evidence of the claimant.
6. The said contractor as pleaded and proved by the management employed 7 contract labour to perform the work under contract including 'Sanjay Kumar' on 01.01.2016.
7. Sanjay Kumar is the concerned contract labour for whose Single cause the claimant union sought the reference from the appropriate government and submitted the statement of claim in this tribunal (the industrial adjudication).
8. Sanjay Kumar the contract labour is proved to have been employed by the contractor on 01.01.2016 and admittedly terminated from employment as such on 13.04.2016 by the contractor. The claimant remained unsuccessful in establishing the master servant relationship the concerned workman and the management CPWD.
9. The claimant remained unsuccessful in proving the employment of Sanjay Kumar as contract labour employed by various contractors since 20.11.2006 or more specifically since 20.11.2010.
10. Admittedly during the period commencing from 01.01.2016 upto 13.04.2016 the concerned contract labour 'Sanjay Kumar' imparted manual labour on his employment by the contractor in the garden/playground Pushpvihar belonging to the management (CPWD) as such he comes within the ambit of 'workman' as defined I.D. Act and also under the CLRA Act.
11. The work of 'Concerned Workmen' alongwith other 6 contract labours was controlled and supervised by the contractor himself and not by any officer/official of the CPWD. The contractor who employed him was also 'pay master'.
12. None of the contractors alleged by the claimant to have employed the concerned workman as contract labour for doing the work in CPWD premises are impleaded named, detailed and described in the statement of claim. There is no specific description of them in the body of the claim statement also.
13. The concerned workman is admittedly and proved not have been recruited directly by the CPWD.
14. No ground other than the enactment of CLRA Act is taken by the claimant to declare the contract of employing contract labours entered between the CPWD and the contractor is proved.
15. No hours of work in a day and the amount of wages paid to the concerned workman in plead and proved by the claimant. It is also not pleaded and proved that the regular employees of CPWD were employed to do the same work with the contract labour in a consolidated and integrated way on the workplace.
16. Neither the length of duration of employment as contract labour in the premises owned by CPWD is proved nor the control and supervision of work of the contract labours by the CPWD is proved by the claimant.
17. The espousal of claim of the single workman is not proved by the claimant union. Even the claimant General Secretary of the union could have proved his representative character for the cause of the single workman but the same is not done.
18. The concerned workman is not proved the member of claimant union nor of any other union of the same establishment or of any other labour union.

19. The claim of the concerned workman arose as individual dispute and remained as such without having bears transformed legally into an 'industrial dispute'.
 20. Longevity of service could not be proved at least for 240 days in a year preceding the date of termination 13.04.2016. The concerned workman is not entitled to the retrenchment compensation from CPWD as workman of the principal employer.
 21. Contractor(s) are not made party, therefore relief of compensation against the anonymous non parties can not be granted against them behind the back and against the unknown person.
 22. For the reason of not seeking declaration against any specific and particular contractor/contractors, relief becomes inspecific, abstract and general against non existent contracts on record of the case. It can not be possible to declare such abstract contractors sham, bogus and camouflage.
 23. Claim is found baseless. The concerned workman Sanjay Kumar S/o Sh. Ram Gopal Singh R/o E-42, Kondli, Delhi, shall not be treated as direct employee of the management to be regularized in the services of regular Mali in the establishment of CPWD. He being not regularly recruited and appointed in substantive and existing vacancy not entitled to the pay scale and other facility and benefits like the regular and direct counterpart of the management (CPWD). He remained unsuccessful in establishing master servant relationship between him and the management CPWD. He was employed and removed from service by the contractor therefore he cannot be reinstated on the post of mali in the service of CPWD. There is no automatic absorption and regularization of contract labour in the concept in CLRA Act, of the service of the principal employer herein the present case the CPWD simply by reasons of enactment of CLRA Act, 1970, unless a notification of prohibition of employment of contract labours is issued by the appropriate government (the Central Government) u/s 10(1) of the CLRA Act in the category of work having been done by the concerned workman. Admittedly such notification is not issued in respect of the work in question relating to CPWD establishment.
- 70.** The tribunal has not found any occasion and reason to declare any contract sham and camouflage, entered in between the contractor and the establishment CPWD for the want of specification of impugned contract in the claim and the relief sought therein.

ORDER

The reference is answered aforesaid terms claim being baseless is rejected. An award is, accordingly passed. It be sent to the appropriate Government of Publication.

Justice VIKAS KUNVAR SRIVASTAVA (Retd.), Presiding Officer